



HISTORY  
OF  
MAMARONECK.







*Caleb Heathcote*

Reproduced from the Engraving from the Original Painting in possession of the  
Rt. Rev. W. H. De Lancey, Bishop of Western New York.

HISTORY

OF THE

TOWN OF MAMARONECK

COUNTY OF WESTCHESTER

AND

STATE OF NEW YORK

EDWARD F. M. TANEY

NEW YORK:  
1886.



*Salut. H. H. H. H.*

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BY

EDWARD F. DE LANCEY

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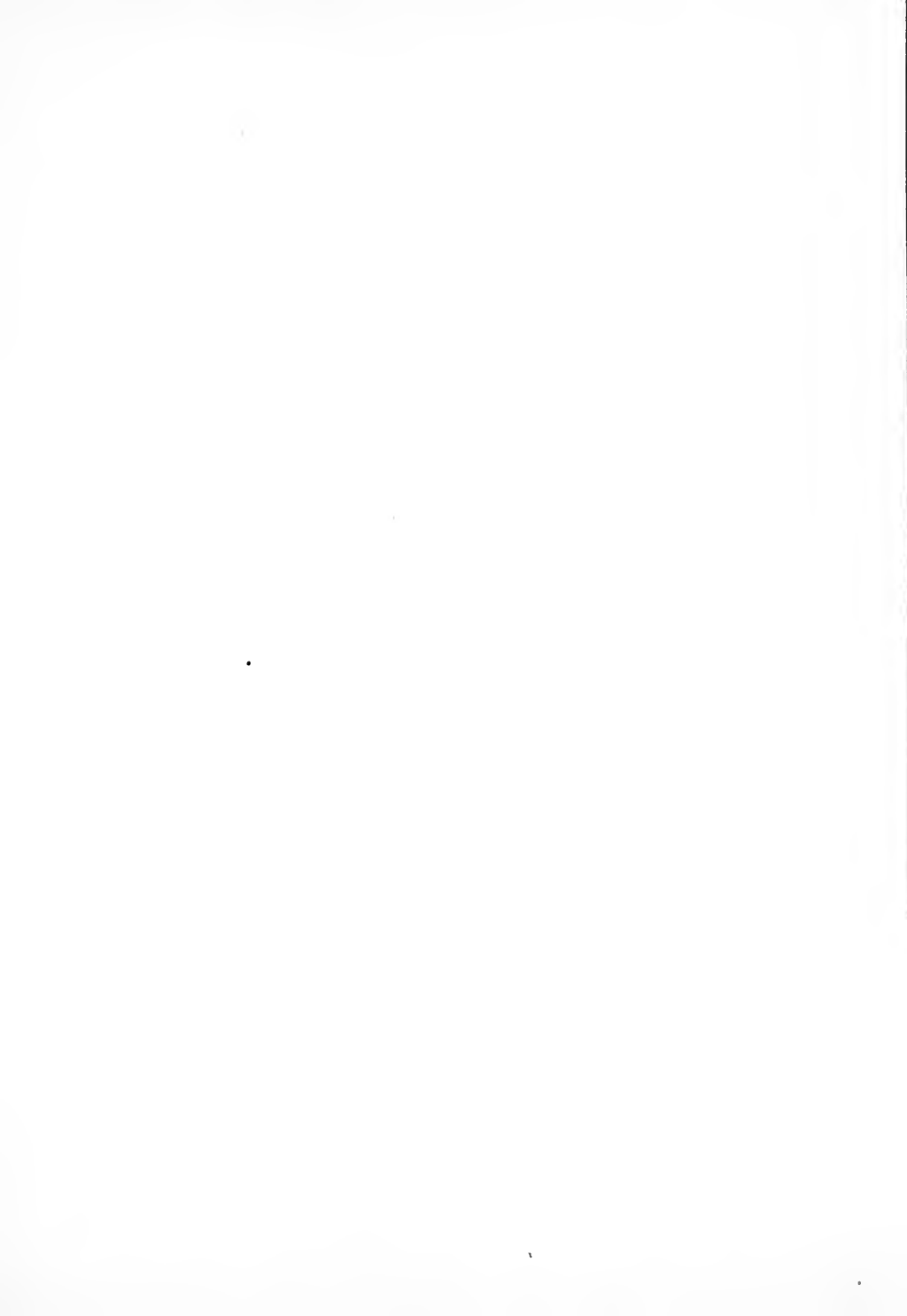


TO THE  
HONORABLE MATTHIAS BANTA,  
FOR MANY YEARS  
SUPERVISOR OF MAMARONECK,  
UNANIMOUSLY ELECTED,  
THIS VOLUME IS INSCRIBED  
BY HIS FRIEND,  
THE AUTHOR.



## PREFATORY NOTE.

This volume is simply a separately-printed chapter from "Scharf's History of Westchester County." Owing to the rapidity with which the chapter was originally printed, a very few points intended to have appeared therein were accidentally omitted.



# MAMARONECK.

THE TOWN of Mamaroneck was erected as a Town with its present boundaries by the "Act for dividing the Counties of this State into Towns," passed the 7th of March 1788.<sup>1</sup> The language of the Act is, "And all that part of the said County of Westchester, bounded southerly by New Rochelle, easterly by the Sound, Northerly by Mamaroneck River, and westerly by the Town of Scarsdale, shall be, and hereby is, erected into a Town, by the name of Mamaroneck." Scarsdale, which comes just before Mamaroneck in the Act, was erected into a town with these boundaries: "Westerly by Bronx River, Southerly by the Town of Eastchester and New Rochelle, easterly by the East Bounds of a Tract of Land called the Manor of Scarsdale, and Northerly by the North Bounds of the said Manor of Scarsdale." Both Towns were carved out of the old Manor of Scarsdale, hence the reference to Scarsdale in the boundaries of each. The latter have never been altered since the erection of the Town and are its bounds to-day. It fronts upon Long Island Sound, and extends from it north-westward nearly four miles, with an average width of nearly three miles. It is situated twenty-one miles Northeast of New York City, and is distant South from Albany, the Capital of the State of New York, about one hundred and forty miles, and the village is south from White Plains, the county seat, seven miles. All these distances are those of the roads as they existed prior to the introduction of Rail-Roads.

The town of Mamaroneck has an area of about 4000 acres, or 6½ square miles. Its population as shown by the State and U. S. census reports at different periods, has been as follows: in 1790, 452; in 1800, 503; in 1810, 496; in 1814, 797; in 1820, 878; in 1825, 1032; in 1830, 838; in 1835, 882; in 1840, 1416; in 1845, 780; in 1850, 928; in 1855, 1068; in 1860, 1351; in 1865, 1392; in 1870, 1484; in 1875, 1425; in 1880, 1863. Owing to a political squabble in 1885, the Legislature being Republican, and the Governor a Democrat, the former would not pass a law to take a census in that year, consequently there are no figures for it, but the population is now believed to be 2000. The average number of voters is about 350.

The name is Indian, and signifies "The Place where the Fresh water falls into the Salt," and describes the unusual natural fact, that the bed of the Mamaroneck River some distance above the place of the present bridge connecting it with the town of Rye,

(at which place a bridge did not exist till the year 1800) was originally crossed by a ledge of rocks sufficiently high to prevent the tide rising above it, over which the fresh water fell directly into the salt water, and at low tide with a strong rush and sound.<sup>2</sup> The Indians gave the name to the place of this uncommon occurrence and to the River itself.

In the earliest deeds and documents, the word is spelled "Momoronock," "Mamoronack" and "Mamaranock;" the modern spelling does not seem to have obtained generally till toward the middle of the eighteenth century. Very many ways of spelling this word are met with, but all evidently aiming at expressing its Indian sound. The Indians having no written language, all their names and other words which we now have, are based upon the reproducing of their spoken sounds in our letters. If a Dutchman, Frenchman or an Englishman, undertook to write the same word from an Indian's mouth, very different looking and sounding words would be produced. And as very many of our New York Indian terms and names represent an English spelling of a Dutch or French translation of an Indian sound, we should never be surprised at any variety of spelling.<sup>3</sup>

Though erected a town so late as 1788, Mamaroneck is one of the oldest places in the County and the State, dating back to 1661, when the then Indian owners Wappaquewam and Mahatahan sold and deeded their individual lands to John Richbell, an Englishman, on the 21st of September 1661. Long previous to this time, and in the year 1640 the entire and general Indian title, both to the land and the sovereignty, of all the territory of southeastern Westchester and Connecticut as far east as the Norwalk Islands inclusive, had been obtained for the Dutch West India Company by purchase by Governor Kieft, through Cornelius van Tienhoven, from the Siwanoy Indians.<sup>4</sup> Richbell however was the first white man to purchase the individual right of the local Indian owners to the lands at Mamaroneck.

He was an Englishman of a Hampshire family of

<sup>1</sup>Time, blasting, and a succession of dams, have obliterated the original ledge, but the remains of the reef can still be seen.

<sup>2</sup>It has been stated that "Mamaroneck" meant "the place of rolling stones," but for this I can not find any authority. There are not rolling stones anywhere about Mamaroneck either in the river or the town, though both abound with rocks *in situ*, in the language of the geologists.

<sup>3</sup>I. Brod. 206, II. Albany Records 78, 147, II. Hazard 273, I. O'Call. N. Y. 218.

<sup>4</sup>II. Jones and Voreck's Laws, 319.

Southampton or its neighborhood, who were merchants in London, and who had business transactions with the West Indies and with New England. He was in Charlestown Massachusetts in 1648 according to Savage's Genealogical Dictionary, and he appears in an Inventory of the estate of Robert Gibson of Boston, as owing the estate 36£ on the 8th of August 1656. Prior to 1657 he had been in St. Christopher's Island in the West Indies. In 1657 he entered into a business partnership in Barbadoes, then the centre of the English trade with the West Indies and North America, being at that time, as it is now, an English Island. The severe and oppressive English Navigation laws the scope of which Cromwell had enlarged, and which he strictly enforced, drove many Englishmen at that period to embark in a contraband trade, a trade which increased in the next century to so great an extent in North America, that the severe measures adopted by the English Government to suppress it in the latter part of that century proved to be one of the strongest, if not very strongest of the causes of the American Revolution.<sup>1</sup> At Barbadoes the following curious and striking agreement was entered into by John Richbell with Thomas Modiford of that island, and William Sharpe of Southampton, to establish on the North American coast a plantation for the carrying on a trade not permitted by the Navigation laws.

It is headed,

*"Instructions delivered Mr. John Richbell in order to the intended settlement of a Plantation in the south-west parts of New England, in behalf of himself and of subscribers :"*

"God sending you to arrive safely in New England our advice is that you informe yourself fully by sober understanding men of that parte of land which lyeth betwixt Connecticut and the Dutch Collony and of the seacoast belonging to the same and the islands that lye bettwixt Long Island and the Maine, viz. : within what government it is, and of what kinde that government is, whether very strict or remisse, who the Chiefe Magistrates are, on what termes ye Indians stand with them, and what bounds the Dutch pretend to, and being satisfied in these particulars, (viz.) that you may with security settle there and without offence to any. Then our advise is that you endeavor to buy some small Plantation that is already settled and hath an house and some quantity of ground cleared and which lyeth so as you may enlarge into the woods at pleasure in each, be sure not to fayle of these accommodations.

"I. That it be near some navigable Ryver, or at least some safe port or harbor, and that the way to it be neither longe or difficult.

"II. That it be well watered by some running streame or at least by some fresh pouds and springs near adjoining.

"III. That it be well wooded which I thinke you can hardly misse of. That it be healthy high ground, not bogs or fens for the hopes of all consists in that consideration.

"Being thus fitted with a place look carefully into the title and be sure to have all pretenders satisfied before you purchase, for to fall into an embroyld disputable title would trouble us more than all other charges whatsoever. Having passed these difficultyes and your family brought in the place direct your whole forces towards the increase of provision which must be according to their seasons, for planting of corne, pease, beanes and other provisions which the country affords, increasing your orchards and gardens, your pastures and inclosures; and for ye families employment in the long winter be sure by the first opportunity to put an acre or two of hemp-seed into the ground, of which you may in the winter make a quantity of canvass and cordage for your own use. In the falling and clearing your ground save all your principal timber for pipe stands and clap board and knee timber, &c., and with the rest endeavor to make Pott ash, which will sufficiently recompense the charge of falling the ground. But still mindfull not to put so many hands about the matter of present profit that you do in the meane tyme neglect planting or sowing the grounds that are fit for provisions, our further advice is that as you increase in pasture fitt for cattle and sheep you fayle not to stocke them well, but be sure never to over-stock them by taking more than you can well keep, for an hungry cove will never turne to account. Lastly we desire you to advise us or either of us how affairs stand with you, what your wants are and how they may be most advantageously employed by us: for the life of our business will consist in the nimble, quiet and full correspondence with us; and although in these instructions we have given you clearly indicates, yet we are not satisfied that you must needs bring in the place so many difficultyes and also observe many inconveniencies which we at this distance cannot possibly imagine and therefore we refer all wholly to your discretion, not doubting but that you will doe all things to the best advantage of our designe thereby obliging

your faithfull friends and servants

Thos. Modiford

Will. Sharpe.<sup>2</sup>

Barbadoes, Sept. 18, 1657."

The precise date of Richbell's arrival in the province of New York is not now known. He seems first to have gone to Oyster Bay Long Island, and thence to Mamaroneck. He certainly could not have found a place more in accordance with his "instructions" on the whole coast of North America than the latter.

Directly on the Sound, close to Connecticut, and claimed by its people, but a part of the Dutch prov-

<sup>1</sup> The famous cause of the Writs of Assistance, in which John Adams first distinguished himself, were in defence of Boston Merchants engaged in this contraband trade.

<sup>2</sup> Deed Book III. 126, Sec. of State's Off., Alb.

ince of New Netherland and ruled by its authorities, with a running river falling directly into its harbour the latter overlooked by high wooded hills, and its borders skirted by the cleared "planting fields" of the Indians, and within a day's easy sail of the "Manhadoses" it was well adapted to the "nimble" business proposed to be carried on by his Barbadoes friends and himself. Richbell first went to Oyster Bay, where on the 5th of September 1660 he bought the beautiful peninsula, afterwards and still known as "Lloyd's Neck." He had a controversy with the Oyster Bay people about some land at Matinecock, which he also bought, and which was finally settled in his favor. In 1665, after the English conquest he obtained a patent for Lloyd's Neck from Governor Nicolls dated December 18th 1665, and the next year sold it to Nathaniel Sylvester, Thomas Hart, and Latimer Sampson, for 450£, by deed dated October 18, 1666.<sup>1</sup> He then resided at Oyster Bay where in 1662 he was appointed a constable.<sup>1</sup> In the preceding year 1661 his name appears on the Southampton Records as a witness to a mortgage to one Mills on a Virginia plantation.<sup>2</sup> In May 1664 he was one of the Commissioners for the five English Towns in Long Island.<sup>3</sup> In the autumn of that year the English captured New York from the Dutch. Of the expedition to attempt that capture Richbell probably had early knowledge.

It will be recollected that two of the ships the "Martin" and the "William and Nicolas," of the expedition sent to capture New Netherland by the Duke of York, were forced to run into Piscataway, now Portsmouth, New Hampshire, on the 20th of July 1664, on board of which were Carr and Mavericke, two of the Commissioners.<sup>4</sup> One or both of them knew, or had letters to John Richbell who apparently was then in Boston to whom they sent the following communication announcing their arrival, written the third day after it happened,—  
"Mr. Richbell

Wee shall desire you to make all convenient haste to your habitation on Long Island, and by the way as you pass through the Countrey and when you come hither, that you acquaint such as you thinke the Kings Commission<sup>5</sup> will be welcome to, and are affected for his Majesties Service, that some of us are arrived here, & shall suddenly bee in Long Island where they hope they will be ready as in other places to promote his Majesties interest, their readiness & affection shall be much taken notice of, and your care and Incouragement bee acknowledged by

Your very lovinge friends

Robert Carr.

Samuel Mavericke.

Pascataway July 23d, 1664.

to Mr. John Richbell, there.

A warrant under the same hands to presse a horse for Mr. Richbell if occasion should bee, hee paying for the hire."<sup>6</sup>

Four years before, Charles II. had constituted a Council in England, to which he committed the care of the Trade with the Plantations in America. It was created by Royal Patent on the seventh of November 1660. This "Council of Trade" consisted of the Lord High Chancellor Hyde, the Lord Treasurer of England, Thomas Earl of Southampton, Monk Duke of Albemarle, eleven other peers and Nobles, twenty-three Baronets and Knights, and twenty five "Merchants," together sixty two persons all mentioned by name in the Patent itself. Among the "Merchants" was included Robert Richbell, the brother of John. As this "Council of Trade" embraced the leading public men in England at that day, with the noble at its head who four years later drew the King's Patent to his brother James for New York, it is almost certain that John Richbell had some prior intimation, from his brother, a member of the same Council, of the expedition intended for the capture of that Province from the Dutch, and the persons who were to be at the head of it. Hence, his presence in Boston before its arrival, and if neither Carr nor Mavericke, the latter of whom had been in America before, knew John Richbell personally, they undoubtedly had been informed beforehand where he was to be addressed and what his sentiments were, or they could not have written him the above letter.

It is apparent that Richbell was a man of a better position than the ordinary class of Englishmen then in America, at the time he made his purchase of lands at Mamaroneck in 1661. His purchase of Lloyd's Neck was in September 1660. A year later on September 23d 1661 he bought his lands at Mamaroneck, and received from its Siwanoy Indian proprietors Wappaquewam and Mahathan, their "Indian Deed" for them dated on that day.

An attempt by another Englishman, also a merchant of Barbadoes, and resident of Oyster Bay, who seems to have been either a business rival, or a personal opponent of Richbell, to outwit him and the Indians has singularly enough been the means of preserving for us a perfect history of the original purchase of Mamaroneck in all its details. This man was one Thomas Revell "merchant of Oyster Bay." Finding that Richbell had obtained the Mamaroneck lands in September 1661 Revell undertook in October of the same year to buy the same lands or a part of them, from some other Indians, including Wappaquewam however, for an increased price. Richbell after getting his deed of the 23d of September 1661 applied to the Dutch Government at New Amsterdam for a "Ground Brief," and subsequently a "Transport," as the Dutch License to purchase Indian lands, and the Patent for them, were respectively termed. Governor

<sup>1</sup> H. Thompson's "Hist. Long Island."

<sup>2</sup> Vol. II., 16.

<sup>3</sup> H. Thompson's "Long Island."

<sup>4</sup> Ante, page 76.

<sup>5</sup> III. Col. Hist., 66.



Stuyvesant and his Council thereupon had the purchase as well as Revell's claim thoroughly investigated and testimony taken, and after full deliberation decided in Richbell's favor and issued to him both the "Ground Brief" and the "Transport." After the English conquest and the order directing the confirmation of the Dutch grants to their proprietors and before his English Patent of the 16th of October, 1668, was obtained, Richbell recorded these instruments, and he also had recorded the evidence taken before the Dutch Council, his Indian deed of June 6, 1666, confirming that of 1661, and an affidavit of another witness of the original purchase sworn to in 1665.

These documents in full are as follows, and they give us a very lively picture of the men and matters, at Mamaroneck and at Manussing Island both whites and Indians, in the autumn of 1661.<sup>1</sup>

Immediately after these curious papers will be found the Indian Deed to Thomas Revell, and the Indian Power of Attorney by which he tried to defeat Richbell. These papers Revell had recorded in the records of the Town of Southampton upon Long Island December 23d, 1661, probably as a means of strengthening his claim. Thus we have a documentary history of both sides of this contest for the beautiful lands of Mamaroneck in the reign of Charles the Second.

#### INDIAN DEED TO JOHN RICHBELL.

*Recorded Mar: 13th 1666 for Mr Richbell.*

(Liber Two of Deeds 192-199, Albany).

1. Mamaroneck, y<sup>e</sup> 23d Sept. 1661.

Know all Men by these pres<sup>es</sup>. That I Wappaquewam Right owner & Proprietor of part of this Land, doe by order of my brother who is another Proprietor & by consent of the other Indjans doe this day, sell, Lett & make over, from mee my heyres assignes for ever unto John Richbell of oyster bay his heyres & assignes for ever three necks of Land. The Eastermost is called Mamaroneck Neck, and the Westernmost is bounded with M<sup>r</sup> Pells purchase: Therefore know all Men whom these presents concerne that I Wappaquewam, doe this day alienate & estrange from mee, my heires & assignes for ever unto John Richbell his heyres & assignes for ever, these three necks of Land with all the Meadows Rivers & Islands thereunto belonging, also the sd. Richbell or his assignes may freely feed Cattle or cutt timber twenty miles Northward from the marked Trees of the Necks, flor & in consideracon the sd. Richbell is to give or deliver unto the aforementioned Wappaquewam the goods here under mentioned, the one halfe about a moneth after the date hereof, and the other halfe the next Spring following, As the Interpreters can testify, & for the true per-

formance hereof I Wappaquewam doe acknowledge to have rec<sup>d</sup> two shirts & ten shillings in wampum the day & date above written,  
Twenty two Coates  
one hundred fathom of wampum  
Twelve shirts  
Ten paire of Stockings  
Twenty hands of powder  
Twelve bars of Lead  
Two firelocks  
fifteene Hoes  
fifteene Hatchets  
Three Kettles "

*John Finch's affidavit.*

2. The deposition of John Finch & Edward Griffen both of Oyster bay.

These deponents testify & affirme, That they being at Peter Disbroes Island<sup>2</sup> (being to the westward of Greenwich) the 23<sup>d</sup> day of September last past & being there employed by me John Richbell for to Interpret betwixt the said Mr. Richbell & the Indjans (mentioned in this writing annext) about the purchase of three Necks of Land. The said deponents doe both of them affirme, that this herein written was a true and reall bargain, made the day above s<sup>d</sup>. betwixt the said Mr. John Richbell & the said Indjans, & the Condictions thereof.

Taken before mee

John Heickes

Hempstead this 20th of December 1661.

*Peter Disbrow's affidavit.*

"The Deposition of Peter Disbrow of Monussing Island setates sue 30th.

3. The s<sup>d</sup> deponent upon oath Testifieth, that Mr. Richbell & went to Mr. Revell (then on the Island afores<sup>d</sup>) & warned Mr. Revell not to buy the Land beyond Mamaroneck River of the Indjans, for that (hee said) hee had bought it already: At that time Wappaquewam came to my house Mr. Richbell and John finch being there also, the said Wappaquewam said hee was the owner of the Land, & did in my hearing owne that hee had sold the land to Mr. Richbell, but the other Indjans over perswaded him to sell it to Mr. Revell, because hee would give a great deale more; The said Wappaquewam did also owne that hee had rec<sup>d</sup> part of pay for the Land, of Mr. Richbell & John finch: This to my best understanding was y<sup>e</sup> Indjans speech unto them; Also at the same time the said Indian Wappaquewam did verbally offer unto Mr. Richbell the Pay that hee had rec<sup>d</sup> in part for the sd Land. But Mr. Richbell refused, saying hee would not receive it, but according to bargain hee would have the land & pay him (the sd Indian) his pay: Moreover the said deponent saith that Mr. Revell being at his house (before the former discourse) that hee the said deponent did tell Mr.

<sup>1</sup> The doings of the parties at Manussing Island in this matter are it is believed the earliest actions in which its settlers look part outside of themselves, that are now known.

<sup>2</sup> Peter Disbro or Disbrough, was the leading man of the Greenwich people who first settled Manussing Island.

Revell that the Land was agreed for by John Finch, & some part of the pay paid. This deposed unto the 12<sup>th</sup> of M 61 : Before us  
1 : 62

Richard Laws  
Francis Bell

*Affidavit of William Joanes.*

4. The deponicon of William Joanes of Monussing Island about 22 years of age.

The sd Deponent upon oath testifieth, That Thomas Close & himselfe being mates, the said Close having bene at oyster bay upon his returne to Monussing aforesd, did tell him that when hee was at oyster bay, That John finch and Henry Disbroe of oyster bay did tell him, that John finch & M<sup>r</sup> Richbell had agreed to purchase the land at Mamaranock River, & desired him not to discover what hee had told them, for that hee had promised them to keepe silence, & if it should bee knowne that hee had told him (the said Joanes) hee should then bee counted a Trayto<sup>r</sup>, this was about September 1661: Several moneths after M<sup>r</sup> Richbell & John finch & Edward Griffin being at Mamaranocke River & they waiting for the Indyans coming to them to receive that part of the pay for the land as was agreed there to bee paid, & M<sup>r</sup> Richbell had then by him; They wanting bread sent for some to the Island Monussing, wherefore the sd deponent came and carryed them some: when to the land he came M<sup>r</sup> Richbell had there sett up a Shedd to shelter from the weather, & took possession there, Staying for y<sup>e</sup> Indyans to receive the pay as was promised. M<sup>r</sup> Revell being then at Monussing, & hearing that M<sup>r</sup> Revell came to buy the land, did tell M<sup>r</sup> Richbell what hee had heard: Wherefore M<sup>r</sup> Richbell & John finch & myselfe came to Monussing M<sup>r</sup> Richbell saying that hee would purposely goe to forewarne M<sup>r</sup> Revell not to buy the land, being hee had already agreed for the same: When to Monussing they came, there was some of the Indyans that had sold y<sup>e</sup> land viz<sup>t</sup>: Cakoe & Wappaquewam, who would have secretly gone away (as they judged) but that, John finch spyeing of them, called them againe, saying to them, are you ashamed of what you are doing: Then at Peter Disbroe's house the said Cakoe & Wappaquewam did tender to M<sup>r</sup> Richbell & John finch the pay againe which they had rec<sup>d</sup> in part of payment for the Land, but they refused. Johu finch & M<sup>r</sup> Richbell saying to them that they would stand to y<sup>e</sup> bargain that they had made: The said Wappaquewam did there fully owne that he had sold the Land to M<sup>r</sup> Richbell & John finch: Stamford Apr. 5<sup>th</sup> 1662. given before me

Rich : Lawes.

The originall was Interlin'd before deposed (unto) in the 28<sup>th</sup> line, (And M<sup>r</sup> Richbell) In the 13<sup>th</sup> line (Monussing),

*Affidavit of John Finch.*

5. The deposition of John finch of oyster bay & also Edward Griffin.

The sd deponents upon oath testifie, M<sup>r</sup> John Richbell Merchant of Oyster bay did buy of Wappaquewam a Certaine Tract of land lying westward of the River called Mamaranock River & bounded by Land purchased by Mr Thomas Pell of the Indians. The said Wappaquewam being entrusted by his brother Mathetuson<sup>1</sup> formerly called Mohey (as the said Wappaquewam & Mathetuson did enforme) to sell all his property in the sd Land, & himselfe with Edw<sup>d</sup> Griffin accompanied the said John Richbell unto y<sup>e</sup> s<sup>d</sup> Indian Wappaquewam to buy the s<sup>d</sup> Lands, which accordingly hee did, & pay<sup>d</sup> unto the s<sup>d</sup> Wappaquewam in part of payment for the purchase of the said Lands, Two shirts & ten shillings in wampom, and agreed upon Time for the payment of the residue, according to a writing made at Momoronock River, bearing date 23<sup>d</sup> of Sept<sup>r</sup> 1661, & on that day the said Richbell tooke possession of the s<sup>d</sup> Lands.

In & upon the 7<sup>th</sup> day of March 1661, The s<sup>d</sup> John Richbell employed them the s<sup>d</sup> deponents & one Jacob Young a Sweed (which are Indian Interpret.<sup>2</sup>) to goe with him to the Indyans to talke w<sup>th</sup> them, Hee the s<sup>d</sup> Richbell hearing a Report that y<sup>e</sup> s<sup>d</sup> Indian Wappaquewam had afterwards sold the s<sup>d</sup> lands to M<sup>r</sup> Revell, & in our voyage to speake w<sup>th</sup> Wappaquewam we mett with his brother Mathetuson alias Mohey afores<sup>d</sup>, who did fully manifest unto us that hee (according to his brothers Informacon), did employ & give power to his brother Wappaquewam to sell his propriety of Land to Mr Richbell, whom Wappaquewam enformed him would buy it of him, & withall did relate to us severall of the particulars that the said John Richbell by agreement was to pay for the s<sup>d</sup> Lands: Moreover the s<sup>d</sup> Mathetuson seemed to bee much disturbed in his mind That any Contract was made with any other for y<sup>e</sup> said Lands, hee affirming that hee knew not that any other than John Richbell had made any contract about it, untill hee came down to the Sea Coast. Wherefore Mr John Richbell did tell the s<sup>d</sup> Mathetuson that he was now come to settle & plant the same,—And the said Mathetuson did give him free liberty to the same, onely desiring M<sup>r</sup> Richbell that hee might be paid for it, & not to loose his pay for a neck & halfe of land, which he was yet unpaid for:

To the former part wero deposed John finch & Edward Griffin the 11<sup>th</sup> of y<sup>e</sup> 1<sup>st</sup> moneth §§

Before mee

Rich : Lawes.

To the latter part the s<sup>d</sup> John finch & Edw<sup>d</sup> Griffin & also Jacob Young have deposed this 11<sup>th</sup> M 61

Before mee

Richard Lawes.

<sup>1</sup> This affidavit is the only paper where this name is so spelled. In all other instruments it is spelled "Mathetahan."

*Affidavit of Jonathan Lockwood.*

6. The Testimony of Jonathan Lockwood being aged 30 years or thereabout.

Saith, I being at Peter Disbros, & M<sup>r</sup> Thomas Revell being there present, I heard M<sup>r</sup> Revell say hee was buying a parcell of Land of the Indjans of the West side of Mamaranock River to M<sup>r</sup> Pells land & I wisht him not to medle with it, for it was already bought by M<sup>r</sup> Richbell & I was a witness to it, I saw a part of the moneys pay<sup>d</sup> for it by M<sup>r</sup> Richbell—M<sup>r</sup> Revell made this answer to mee, that howsoever hee would buy it & M<sup>r</sup> Richbell & he would try for it afterwards: flarther this deponent saith not. Given in upon oath before mee, Stamford Apr. 4<sup>th</sup> 1665.

Rich Lawes

Taken out of the Records & compared therewith this 23d of August 1665

p. me

John Allyn, Recorder

INDIAN DEED OR CERTIFICATE OF CONFIRMATION  
TO JOHN RICHBELL.

Recorded for Mr. John Richbell, the 6<sup>th</sup> day of June 1666, this Indyan Deed. I Wappaquewam, together with my Brother Mahatahan, being the right owners of three Necks of Land, lying and being Bounded on y<sup>e</sup> East side with Mamaranock River, and on y<sup>e</sup> west side with the Stony River, which parts the said Land, and Mr. Pells Purchase, Now These are to Certify to all and every one whom it may concerne. That I Wappaquewam, did for myselfe, and in the behalfe of my above said Brother Mahatahan, firmly Bargaine & Sell to M<sup>r</sup> John Richbell of Oyster Bay, to him and his Heires forever, the above mentioned three Necks of Land, together with all other Priviledges there unto belonging, Six weeks before I sold it to M<sup>r</sup> Tho Revell, And did mark out the Bounds, and give M<sup>r</sup> Richbell possession of the said Land, and did receive part of my pay then in hand, as Witness my hand

The mark **O** of Wappaquewam<sup>1</sup>

Witness

Jacob Yough  
Catharine Yough."

The next papers are those Thomas Revell obtained from several Indians, after John Richbell's Purchase, upon which he based his claim.

COCKOO'S DEED TO REVELL.

"Be it known unto all Christian people, Ingians & others whom it may concern that I Cockoo<sup>2</sup> Sagamore do by virtue of a full and absolute power & order unto me given & intrusted by Mahamequet Sagamore & Meamekett Sagamore & Mamametchoack & Capt Wappequairan<sup>3</sup> all Ingines living up Hudson River

on the Maine land, for me to bargain & absolutely to sell unto Tho Revell his Hayres Exec<sup>ut</sup> Adminis-  
trator<sup>4</sup> & Assigns have or any of them have in one tract of land on ye Main being bounded by ye sea on the south west and at the east of Maramack River and at ye west with Mamgapes River, with two necks of land and meadow & planting land, the necks of land called by the Ingins Caywaywest<sup>5</sup> & Mamgapes with all ye lands Meines and mineralls & trees to cut down at ye said Revells pleasure to plant with all rights & priviledges with (two words here illegible) without let or molestation of us any under us quietly & peaceably to enjoy ye s<sup>d</sup> land reaching one and a half miles above Westchester path and from thence twenty english miles to the Norward into the County for grass for feed for cattell and Timber as he shall have occasion; for ye lands afforesaid I the said Cockoo doe confess to have received now in hand of the said Thomas Revell at the house of John Coe in full payment for the aforesaid tracts of land in severall goods to the just sum of Eighty odd pounds sterling for the said lands with all real rights. And fardder more I doe promise and ingauge my self in the behalf of the fore named Ingains & ye rest of those Ingains which I now sell this land for and them to bring suddenly after ye date hereof for to give unto Thomas Revels or his order quiet and peaceable possession to him and his Heyres. And peaceably to keep and defend against all Dutch and English that shall molest him, in witness whereof have ingaided and confess my hand Subscribed this 27<sup>th</sup> Oct. 1661

the marke + of Cockoo<sup>6</sup>

y<sup>e</sup> marke +

of Wappequairan

Signed and delivered in the presence of us

John Budd

John Coe

Thomas ilobe? (close)

Simon Cooper

Mark

Tho. + Stedwell

Dec 23<sup>d</sup> 1661, A true copy per me

Henry Pierson Regis<sup>7</sup>.

*Indian Power of Attorney to Cockoo to Convey  
Lands.*

Be it known unto all Christian people Ingians and others whom it may come unto that we whose names are hereunto published Mahamequet & Meamehet Naskeway all Sagamores with vngotaken Mamametchauck, Wachithe Rawnotttoy with Capt Wappaquewam all Ingains living up Hudson River & else where in America, Doe acknowledge & confess to have fully & absolutely & by oath of our free & vountary Acts, given granted full & absolute power unto our friends & one of our Counsell Cockoo by

<sup>1</sup> Recorded in Liber Two of Deeds, at page 128, Sec. of State's off., Albany.

<sup>2</sup> In some papers of that day this name appears as "Cakoe."

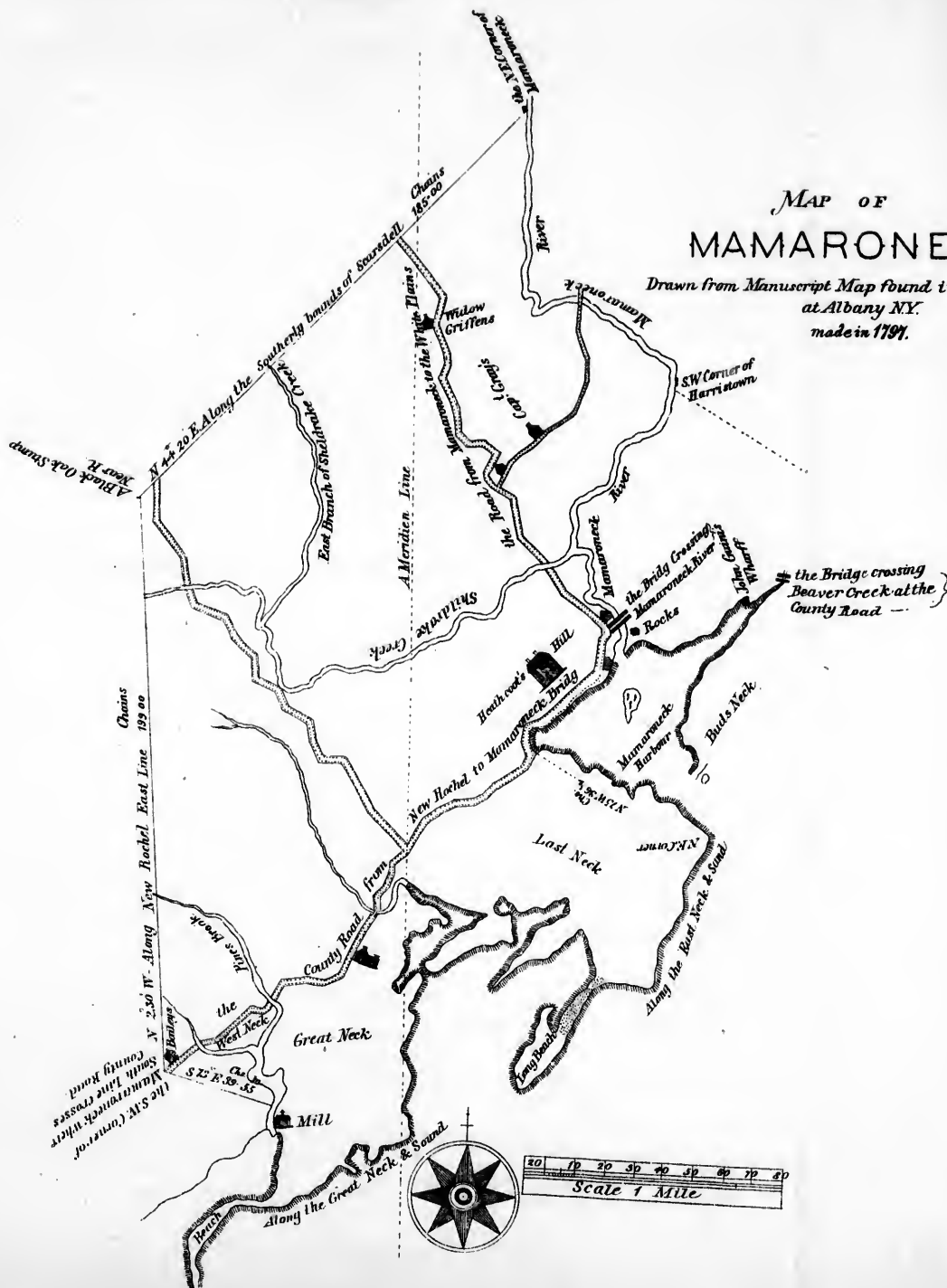
<sup>3</sup> Meant for Wappaquewam.

<sup>4</sup> This is as near as this word can be made out.

<sup>5</sup> The same as "Cakoe" above mentioned.

# MAP OF MAMARONECK

Drawn from Manuscript Map found in State Records  
at Albany NY.  
made in 1791.





name an Ingaine the which wee do approve of and doe confirm whatsoever the said Cockoo shall doe in bargaining & selling unto Thos Revell of Barbadoes all our real right & interest wee or either of us have, our Heyres Exctrs Admins<sup>rs</sup> & Assigns have in one tract of land on the Mayne the which hath two necks of land within it called Caquanost and the other Mamgapos. Bounded on the southwest against Long Island & at the east with Maramack River & at the west with Mamgapos River, and the north one and a half miles if noe more above Westchester path for planting ground & it is to improve at the said Revells pleasure as he or his shall see good with the Meddow grounds & other grounds Trees, Moynes, Minneralls or whats soever as Rivers Springs within said bounds of said tract of land. As alsoe free liberty for feeding for all cattell horses & Mayers without lett to Rang or grase & trees to fall and carry away at his or any of his Heirs pleasure above the marked trees for the bounds Twenty English miles if not more into the Cuntry northward if not more with a plot of the tracts of land hereunto annexed and alsoe the marked trees. Now whereas wee the aforesaid the true and well proprietors and Honnors<sup>1</sup> before named of the tracts of land wee are fully contented & paid and satisfied that our friend Cockoo hath bargained and sold the aforesaid tracts of land with all the bounds as aforesaid unto the<sup>s</sup> Thomas Revell with all things standing or lying thereon for himself, Heyres, Exct<sup>r</sup>, Administrat<sup>r</sup> or Assignes freely and forever to possess and peaceably enjoy and keep as his proper right without lett or hindrance of us or any from by or under us And alsoe wee the aforesaid true honnors and right proprietors of the said land Mahameqeat Meamechet Naskeway Sagamores with vngoetaken Mamametchouch Wachithe Ronnottoy and Capt Wappaquewam wee and every one of us jointly & severally doe allow & approve of what our friend Cockoo hath done to bee fearme sold fast and good in selling the said land to Thomas Revell. And of him have received in hand full satisfaction & to our consent for the said land in personal goods to the just sum of ninety pounds sterling to the use of us the aforesaid Ingaina. Now for the better Right & tittell of the said land unto the said Revell his Heyres Exct<sup>r</sup> Administrat<sup>r</sup> & Assigns with all the Proprietors Rights & privileges Regard or whatsoever else is just, and alsoe wee ye aforesaid Ingains do freely and absolutely assign and make over all our rights tittell and Interest wee had in the fore mentioned tract of land as appeareth by this our Deed and fearme bill of sall that we now give unto the said Revell and his realt right in the said land before Butting and Bounding as aforesaid. And now for the more fearme and absolute assurance of the said tract of land wee do jointly and severally for us and ours as I Mahameqeat Meamechet with Naskeway

<sup>1</sup> Owners.

Sagamores with Vngoetaken Mamametchouch Wachithe Rownettoy & Capt. Wappaquewam promise and doe ingage ourselves unto the said Revell his Heyres & Exct<sup>r</sup> to put the said Revell or his order in quiet and peaceable possession & him so to keep and for ever to enjoy as his and to his all right. And Alsoe we do further promise & ingage keepe and defend ye ad Revell and his against all person or persons that shall directly or indirectly annoy Molest or trouble ye ad Revell or his, or lay any claime or former grant of the same by ye Ingains Dutchmen or English or whome soever from the beginning of the world unto the day of Dat; & forever to mayntaine our right and tittle unto the said Revell & his Heyres Exct<sup>r</sup> & Assigns as witness our hands this 11 of Novemb<sup>r</sup> 1661.

Whereas it is above mentioned the land for planting land shall run one & a half miles and more above Westchester path. All of us above Ingains doe freely allow & consent unto that Revell shall have his line run as farre above Westchester path for planting ground into the Cuntry the full length as is from Westchester path to the bottom of the Necks to the sea, this being in consideration the land to the north east is not fit for planting ground but full of hills and Rocky Woods above Westchester path. This we consent unto freely. As witness our hands possession given

In the presence of as	The mark of + Cockoo
witnesses Signed	y <sup>e</sup> mark of + Mamametchouch
and delivered in	y <sup>e</sup> mark of + Wappaquaicam
presence of us	y <sup>e</sup> mark of + Hayoro Sagamore
Simon Cooper	y <sup>e</sup> mark of + Petowwahan

The mark of

Tho. + Stedwell	y <sup>e</sup> mark of + Caunorsoro Sarho
Humphry Hughes	y <sup>e</sup> mark of + Wappomus Sarho
Thomas ilobs <sup>2</sup>	
John Coe	

The mark of

Stephen E Champion

A true Coppy December the 23d 1661

Pr me Henry Pierson Regist<sup>r</sup>.<sup>3</sup>

Of the litigation which grew out of this transaction we have the following account in the nature of a report of the evidence produced, taken from the record at Albany. It bears no date but was probably what took place before the English Patent was issued by Governor Lovelace.

"An account of what part was acknowledged before ye Governor concerning ye Purchase of Mamaroneck, by Mr. Richbell, and Mr. Revell, and Jans. Rockett, Wappaqueem, and many other Indians,

PRESENT.

Wappaqueem saith, that Mr. Richbell was ye first that spake to him about ye purchase of said lands.

<sup>2</sup> This meant for Thomas Close.

<sup>3</sup> For the copies of this Indian deed and Power of Attorney the writer is indebted to William S. Pelletreau, the able editor of the three volumes of the "Southampton Records." The map referred to is unfortunately such a rough and mixed up scrawl that it was useless to reproduce it.

Jans. Rockett acknowledges ye like.

Wappaqueem saith that Thomas Close with Cokoo spake to him to sett his hand to Mr. Revell's deed and he should have a coate, on which he did it.

He saith further that Mr. Richbell, came and viewed and agreed for ye land, but not bringing his goods tyme enough he sold it to Mr. Revell. He confesses that Mr. Richbell gave another Indian a coate and some seawant and a shirt, to marke out ye trees after ye agreement, but that he had nothing.

Another Indian saith that Cockoe and Thomas Close received Mr. Revell's money betweene them and kept it themselves, for ye proprietors had none of it.

Wappaqueem saith that what he received from Mr. Richbell was by way of (unintelligible) but not in part of payment.

He whose land it was, and Wappaqueem called brother, but were not natural brothers.

11th Nov. 1661, the power entrusting Wappaqueem and Cockoo to sell 8th, 1661, the date of ye deed which is before ye power.<sup>1</sup>

It is evident from this that Thomas Close and Cockoo were very sharp, but the blunder of dating the power after the deed to Revell ruined their case.

Richbell continued in undisturbed possession, and no claim was ever at any time afterward set up under those Indian deeds to Thomas Revell.

On the 16th of October 1668, the English Patent from Governor Francis Lovelace confirming and granting to John Richbell the lands privileges and immunities he possessed under his Dutch grants and Dutch court decisions passed the seals of the Province.

These Instruments, Dutch and English, having been already set forth fully in part number 14 of the chapter on Manors relating to the Manor of Scarsdale in this work are not repeated here. The description of the lands granted in Lovelace's Patent of Confirmation is as follows:—"A certain parcel of land within this government, on the Main, contained in three Necks, of which the easternmost is bounded with a small river called Mamaroneck river, being almost the east bounds or limits of this government upon the main, and the westernmost with the gravelly or stony brook or river which makes the east limits of the land known by the name of Mr. Pell's purchase. Having to the south the Sound, and running northward from the marked trees upon the said Necks twenty miles into the woods . . . together with all woods, beaches, marshes, pastures, creeks, waters, lakes, fishing, hawking hunting and fowling, and all other profits immunities, and emoluments to the said parcel or tract of land belonging, annexed, or appertaining, with their and every of their appurtenances, and every part and parcel thereof."

These "Three Necks" were called the "East," the "Middle," and the "West" Necks. The Middle

Neck was sometimes called the Great Neck, from its longer extent of water front, which at first led to the supposition that its area below Westchester Path was greater than that of the East Neck. "The East Neck" extended from the Mamaroneck river on the east to a small stream called "Pipin's brook" on the west, which divided it from the "Middle" or "Great" Neck, and is the same which now crosses the Boston road through the land, and just east of the house of the late Mr. George Van derburg.<sup>2</sup> The Middle Neck extended from the latter stream westward to a much larger brook called "Cedar or Gravelly brook" which is the one that now bounds the land belonging to Mr. Meyer<sup>3</sup> on the west.

The "West Neck" extended from the latter to another small brook still further to the westward, termed "Stoney or Gravelly Brook" which was the east line of the Manor of Pelham.

Of the three in their order. The East Neck from Mamaroneck River to Pipin's Brook, upon which Richbell took up his permanent residence about 1665, as near as can now be ascertained, was called by the Indians "Mamaroneck Neck." This fact is so stated in the Petition of Richbell of the 24th of December 1661, for a "ground brief" or Dutch license to purchase Indian lands.<sup>4</sup> A misunderstanding by Mr. Robert Bolton of the word "Mammaranock" in the crabbéd writing of this ancient Document as recorded led him to state in the first edition of his History of Westchester County, published in 1848, that the "aboriginal name" of the East Neck was "Wanmainuck,"<sup>5</sup> and the error has appeared in the second edition,<sup>6</sup> and it has been hence followed by other writers. It was a pure mistake in deciphering the written word. The true "aboriginal name of the East Neck was "Mamaranock" the same as the town and village bears to-day under the later spelling of "Mamaroneck." That portion of it between the Harbour on the east and Pipin's brook and the salt creek into which it runs on the west, bears the name of "De Lancy's Neck" from the fact that it has been possessed as a whole for more than a century and until a few years ago, and in part still is possessed, by the family of Gov. James de Lancy, the son-in-law of Col. Caleb Heathcote, the purchaser of the whole East Neck in 1697. It formed the largest part of the "demesne lands" of Colonel Heathcote's Manor of Scarsdale, and as such was held by his widow until her death in 1736, when an undivided half descended to her daughter Mrs. James de Lancy, who by agreement with her brother-in-law Dr. Lewis Johnston of New Jersey continued in the possession and control of the other undivided half until 1774, when it was divided in the

<sup>2</sup> Formerly a portion of the western part of the farm of Mr. Peter Jay Munro, and later owned by James T. Roosevelt.

<sup>3</sup> The old "Duncan" or "Danbeny" farm.

<sup>4</sup> Deed-Book III. 37, Sec. State's office, Albany. *Ante*, p. 145.

<sup>5</sup> Vol. I. p. 282.

<sup>6</sup> Vol. I. p. 463.

<sup>1</sup> Deed book 111. 97, Sec. of State's office.

Partition of that year of the undivided portions of the Manor of Scarsdale. Subsequently John Peter de Lancey the son of Mrs. De Lancey who had succeeded to some of his mother's lands purchased all the rest of the lands on De Lancey's Neck from his brother, and sister, and cousins, and thus became the owner of the whole Neck, nearly a century ago. There was however a small piece of land of about thirty acres on the left of the entrance to the Neck from the old Westchester Path or old Boston Road, which never belonged to the Manor of Scarsdale nor to the Heathcote or de Lancey families. This piece was given on the 8th of August 1684, by Mrs. Richbell just after her husband's death, to her daughter Mary and her husband Capt. James Mott, and was expressly reserved in her deed to Colonel Heathcote of all the rest of her estate in Mamaroneck. This piece from Mott's heirs passed by sale through various parties and about a century ago became the property of a venerable Quaker long well known in Mamaroneck, Giles Seaman. At his death in the settlement of his estate it was bought by the late Isaac Hall, and by him it was sold to the enterprising gentleman who upon it erected the handsome summer hotel, since called by his own name—the "Rushmore," as well as several handsome private residences, now owned by various parties.

In the chapter on Manors in this work, part 14,<sup>1</sup> will be found at length the history of the East Neck as a part of the manor of Scarsdale. It is only necessary here to give an outline. John Richbell died on the 26th of July 1684<sup>2</sup> leaving his widow Ann, and three daughters him surviving. His wife's mother, Margery Parsons, had advanced him some goods in the island of St. Christopher's in the West Indies long previous to his ever coming to Mamaroneck. As soon as he got his English Patent of the 16th of October 1668, and on the 14th of the next month he deeded the entire "East Neck" to her in consideration of that advance. Mrs. Parsons two days later, on the 16th of November 1668, in consideration of natural love conveyed the East Neck to her daughter—Ann the wife of John Richbell as a token of affection and dutiful behaviour. This made Mrs. Richbell the owner in fee of the entire East Neck. But to make her perfectly secure, Richbell made a settlement of it by way of jointure in her favor, by a deed in Trust to John Ryder of the 23d of April, 1669, in consideration of a marriage long since solemnized between them.<sup>3</sup> He died as above stated on the 26th of July 1684, and Mrs. Ann Richbell thereupon became vested in her own right in fee in the entire East Neck, from Mamaroneck River to Pipin's Brook and twenty miles back from the Sound northward into

the woods. She continued in possession until by deed of the 23d of December 1697, she sold her entire estate of every kind and nature in her and her late husband's lands to Colonel Caleb Heathcote for the sum of £600 New York Currency and certain other beneficial provisions recited in the instrument.<sup>4</sup> These lands and some others adjoining which he had acquired Colonel Heathcote had erected into "the Lordship and Manor of Scarsdale" by a Manor-Grant from Lieutenant Governor Nanfan then at the head of the Province on the 21st March, 1701.<sup>5</sup> Upon the eminence at the head of the Harbour, still called Heathcote Hill,<sup>6</sup> he built a large double brick Manor



HEATHCOTE HILL.

House in the style of that day in England, with all the accompanying offices and outbuildings, including the American addition of negro quarters in accordance with the laws, habits, and customs of the period. Here he lived during the remainder of his life, which terminated on the 28th of February 1720–21 in his 56th year. The house stood till some six or seven years before the American Revolution, occupied however, only by tenants after the death of his widow in 1736. Later it was accidentally destroyed by fire. The present double frame dwelling standing on a portion of the old site, of which a cut is given, was built in 1792 by the late John Peter de Lancey, a grandson of Colonel Heathcote who had succeeded to the property, on his return to America with his family, having been a captain in the British Regular Army in which he had been placed in 1771, on leaving Harrow School, after a short period at the Military School of Greenwich. Mr. de Lancey lived in this house till his death in 1828. In it were born all his children except the two elder ones, and amongst

<sup>1</sup> Ante, 147.<sup>2</sup> West. Co. Records Lib. A, p. 34.<sup>3</sup> Ancient copies of all these deeds in the writer's possession. All are recorded in West. Co. Records, except that from Mrs. Parsons to Mrs. Richbell.<sup>4</sup> Rec. Lib. B, 371, West. Co. Records.<sup>5</sup> Lib. 7, p. 198, Sec. of State's Off.<sup>6</sup> And still in the possession of the writer who is his great, great, grandson.



them his son William Heathcote, the late Bishop of Western New York, and Susan Augusta, the wife of the late James Fenimore Cooper, who were also married in it on the 1st of January 1811.

But to return, Colonel Heathcote had succeeded, with the rest of the property, to the Richbell proprietary rights in the two mile bounds of Mamaroneck and he subsequently to his Manor-Grant purchased in addition a twelfth undivided part of the whole tract. This tract had been set apart by John Richbell in his life time about the year 1670 for what he called "allotments or house lots," comparatively small pieces fronting on the Westchester Path or old road to Boston eight in number running northwardly. One he reserved for his own house lot, and he and his wife seem to have sold only two or three others, the first was a gift by deed to one John Basset in 1669, which was No. four, next to his own lot No. 5. Another, No. one, was sold to one Jeremy Kinniffe, and Nos. 2 and 3 to Robert Penoyer, and another to James Mott. These seem to have been all that were sold up to 1676 when another was sold to Henry Disbrough on the 16th of February in that year. From the language of ancient copies of the first deed to John Basset, and that to Henry Disbrough, in the writer's possession it would seem that these "allotments" were twenty and a half rods wide front on the Westchester Path, and the same in the rear, by eighty rods on each side in depth running north-westerly. Each was subject to a reservation of an annual payment of one bushel of winter wheat or the value thereof on the 1st of March, and one day's work at harvest time, to the Proprietor, and to a covenant that they could not be sold without their consent and approbation. To each lot was appendant an undivided eighth right to commonage and pasture in the two mile bounds. The precise extent of these bounds we know from the Deed to Disbrough, which calls them "Mamaroneck limmits" and describes the tract as "being in length two miles and in Breadth one mile and a half and Twenty eight rods." The length was from the Westchester Path northward, and the breadth was from Mamaroneck River to Dirty Swamp on the west. "Dirty Swamp" being the swampy ground over which the road passed near and east of the intersection of the present Weaver Street. The swamp began some distance north of the Road and extended across it to the salt water, a little stream or ditch running from it under the road in old times through a stone culvert, sometimes dignified by the name of "Dirty Swamp Bridge."

As soon as Colonel Heathcote obtained his Manor-Grant, and about two months thereafter he obtained, on the 11th of June 1701, from the two Indian chiefs of the neighborhood Patthunk and Wapetuck an Indian deed of confirmation for this two mile tract to himself and the seven other persons who in 1701 were the owners of these "allotments or house" or "home" "lots." There were himself, Caleb Heath-

cote, Capt. James Mott, William Penoir,<sup>1</sup> John Williams, Henry Disbrough, Alice Hatfield, John Disbrough, and Benjamin Disbrough.<sup>2</sup> This was to satisfy all persons desirous of settling in Mamaroneck, that there would be no difficulty with the natives. About five years later Colonel Heathcote suggested to the owners of the house lots that instead of keeping all the rest of the two mile bounds as undivided property, that they should have it laid out and divided among themselves in severalty. It was talked of, approved, and finally carried into effect by a mutual agreement under seal, made and executed by all the parties on the 19th of February 1706-7. The instrument accompanied by a well executed Map of the lots as laid out, into eight "Long Lots" is in Colonel Heathcote's handwriting, and bears the autographic signatures of himself and all the other parties above named. It is in these words;—

Mamaroneck feb. y<sup>e</sup> 14<sup>th</sup> 1706-7.

The three holders of Mamaroneck whose names are hereunder written have mutually and unanimously agreed for dividing the Long or Upper Lots in said Township as followeth—No. 1 containing 20 chains broad to James Mott, No. 2 containing 21 chains, and No. 3 containing 22 chains to William Penoir, No. 4 containing 21 chains to Henry Disbrow, No. 5 containing 18 chains to John Disbrow, No. 6 containing 20 chains to John Bloodgood, No. 7 containing 20 chains to Peter Hatfield, and No. 8 containing all the remainder of the land to the River to Caleb Heathcote, reserving out of the said Lots the following Highways for the use and benefit of all the freeholders and Inhabitants one highway to be five Rods wide in the front of the said Lots, one highway of four Rods wide through the Sixth Lot into the Woods Leading on the west side of Nelson's field into the Woods.

Signed sealed and

delivered in the presence of us

Joseph Purdy  
Thomas White

Caleb Heathcote [L.S.]

his  
Wm X Penoir [L.S.]

mark  
James Mott [L.S.]

Henry Disbrow [L.S.]

John Disbrow [L.S.]

John Bloodgood [L.S.]

Peter Hatfield<sup>3</sup> [L.S.]

This instrument finally closed and determined forever all the common interests in the lands in the "two mile bounds" of Mamaroneck and made them the separate private property in fee of the various owners. To this there is apparent exception. The five rod

<sup>1</sup> So in the deed. He was a son of Robert Penoyer the original grantee.

<sup>2</sup> Ancient copy in writer's possession, Rec. Lib. C. West. Co. p. 52.

<sup>3</sup> The original instrument came into the possession of the Griffen Family who purchased No. 6 from John Bloodgood, and now belongs to Mr. Charles Field Griffen to whom I am indebted for its examination. A facsimile contemporary copy is in my own possession.

Highway they left at the South end of their "Great Lots" or "Long Lots" was found to be useless, and the owners subsequently divided it up into nine small lots of about 10 acres each among themselves which ended the whole matter. These "Great" or "Long" Lots, as well as the small ones are all shown on the Map of the Manor of Scarsdale in this volume. They never belonged to any body but the grantees of the eight original house lots to which they were appendant and appurtenant, and with their division by the owners of those lots among themselves all their common rights ended, and the "two mile bounds" or "Mammaroneck Limmits" come to an end forever. The Proprietary rights in them of Colonel Heathcote of course were terminated by his agreeing to their division in fee.

Of the owner of the "allotments or house Lots" as they were in 1701 the descendants of none except of Colonel Heathcote are now in possession of any part of them, although descendants of Hattfield and the



DISBROW HOUSE, ERECTED 1677.

Disbrows are still well known residents and property holders in other parts of the present Town of Mamaroneck, among whom is Mr. William H. Disbrow as the name is now spelled, the Civil Engineer whose home is scarcely a musket shot from the old ancestral house. But there still stands upon the southern part of the "House Lot" of Henry Disbrow the identical house he built there in 1677 the year after he was deeded the lot by John and Ann Richbell, a memento of the earliest days of Mamaroneck, of the old family who built it, of New York and Westchester in the reign of Charles the Second, and of the Duke of York as its Lord Proprietor. It remained in the Disbrow family till within thirty or thirty-five years, and is now the property of the widow of the late well known Publisher of New York, Mr. Stringer of the firm of Stringer & Townsend. The accompanying cut gives a good idea of it but it is a rear view, the road shown in it and now existing in front of the house not having been opened till the year 1800. It faced the harbour, the side toward the present Union avenue, which at this place is built upon the old Westchester Path, being the original front of the house.

It is built of rough hewn timber, and the coarse stone of the country even to the chimney above the roof. The siding has been renewed but always in the old style. It has long been used simply as a storehouse as it was understood when it passed out of the Disbrough family that it should never be pulled down. Its last owners of the name were two maiden ladies who, a few years before their deaths built in the same enclosure the present new and good frame house, which stands almost between the old one and the waters of the harbour. The old house has well borne its 209 years but in the course of things can not last much longer.

The "Middle Neck" or the "Great Neck" or "Munro's Neck" as it was styled after Mr. Peter Jay Munro became the owner of nine-tenths of it about the year 1790, has a curious history. But before it is given it may be better, though a little out of order, to state the facts more fully than they have been mentioned in treating of the Manor of Scarsdale, regarding the Pell-Richbell controversy about the West Neck. Both the Middle and the West Necks together form that part of Richbell's land, now in the town of Mamaroneck, which lay almost wedge shaped between the southern parts of the Manors of Scarsdale and Pelham.

The West Neck extended from the Cedar Tree or Gravelly Brook, (that now running to the west of Mr. Meyer's present house,) westward to another Brook, which was that which crossed the Westchester Path or Road just west of the present residence of Mr. Geo. Stephenson, and upon which for years stood a mill, for a very long time a snuff mill. This brook bore the name of Stony or Gravelly brook. Mr. Pell claimed that his eastern line was the Cedar Tree or Gravelly Brook, that now by the present Mr. Meyer's; Mr. Richbell claimed that the Stony or Gravelly Brook, also called Cedar or Gravelly Brook, that near Mr. Stephenson's, was his western line and Pell's eastern line. The controversy was a very hot one and grew out of the use of similar designations of streams in their respective Patents. After proceedings in the Court of Assizes, and before the Governor and Council the following Agreement was finally entered into by both parties; "Whereas There hath been a Matter or cause of Difference depending between Mr. John Richbell and Mr. John Pell for the which There was an order Issued forth from y<sup>e</sup> Governor for a tryall by a Special Court of Assizes yet Notwithstanding upon proposal of an amicable agreement between them, and to prevent further trouble to his Honour the Governour and the Country by having a speciall Court, it is this Day mutually consented unto and agreed upon, that the Neck of Land and meadow between Ceeder or Gravelly brooke on the East, and Gravelly or Stony Creeke on y<sup>e</sup> West shall be layed out by y<sup>e</sup> Surveyor Generall and divided between them, so that each party shall have Meadow and upland equivalent and proportionable Quantity and

Quality alike. To this agreement both partys do joyntly consent in token of Amity and Friendship burying in oblivion what unkindness hath formerly past between them and this to be a barr to all future Claymes or pretences that can or may be made on either side or by either of y<sup>e</sup> heires Executors or Administrators for ever. As to what expence or charges Either party hath been at Each is to bear his own charges, but for the charges of the Surveys and such other Necessary expences Relating to the Division of y<sup>e</sup> Lands according to this agreement it is Equally to be Borne between them. In testimony Whereof the partys to these presents have Later changeably Sett to their hands and Seals y<sup>e</sup> 22 Daye of January in the 23<sup>d</sup> year of his Maj<sup>y</sup> Reigne Anno<sup>m</sup> Dom. 1671

John Pell (L S) <sup>1</sup>

Sealed and Delivered in y<sup>e</sup> presence of

Henry Taylor  
Allard Anthony

Remains (as all other Lawful Acts) of forces and There Surveyor may proceed accordingly

E. Andros <sup>2</sup>

Though thus confirmed by the above order of Gov. Andros, no survey was made, why it is now impossible to say, until the 22<sup>d</sup> of May 1677, when it was done by Robert Ryder. His description is in these words;—

Whereas there hath been a difference between John Richbell and Mr. John Pell which by virtue of an order from the right Honourable Major Edmund Andross Esq<sup>r</sup>. Governor General of New York, I have made a division of the within mentioned Neck of Land by and with the mutual consent of both parties, which is in manner and Form as is hereafter Expressed viz<sup>t</sup>. That the said Richbell shall extend from Cedar Tree Brook or Gravelly Brook, south westerly fifty degrees to a certain mark't Tree, lying above the now Common Road, thirty and four chains in length, mark on the east with R. and on the West with P., thence Extending South Sixty three degrees East by certain marked Trees p'fix'd Ending by a certain piece of Meadow at the salt creek which Runs up to Cedar Tree Brook or Gravelly Brook Extending from the first marked Trees Nor Nor West to Brunkes River by certain Trees in the said Line marked upon the West with P. and upon the east with R. performed the twenty-second day of May 1677.

p me Robert Ryder Surv.<sup>r</sup>

The Preceding Surv<sup>r</sup>or above mentioned is mutually consented unto by the above mentioned Mr. John Richbell and Mr. John Pell in presence of us

Thomas Gibbs  
Walter Webby  
John Sharp  
Joseph Carpenter <sup>3</sup>

Thus was settled finally the line, afterwards of much importance, as being the east line of the 6000 acre tract carved out of Pelham Manor and sold by Pell to Leisler for the Huguenots in 1689. And as also as taken for the line between the later towns of New Rochelle and Mamaroneck when erected in 1788 by the State Township Act of that year.

We now recur to the singular history of the Middle Neck.

It will be remembered that John Richbell purchased his three Necks from the Indians on the 23<sup>d</sup> of September 1661, and obtained the Dutch Government's groundbrief and Transport (or 'License to purchase' and 'Patent') for them in May 1662, and his English Patent for them on October 16, 1668; and that the East Neck alone was sold by his widow in 1697 to Colonel Caleb Heathcote, and was included by him in his Manor of Scarsdale in 1701.

Five years after the date of his Patent for the three Necks, on the 20<sup>th</sup> of November 1673, Richbell mortgaged the West neck to Cornelius Steenwyck, a rich burgomaster, of New Orange, as New York was called on its reconquest by the Dutch in that year, and a member of Governor Colve's Council, by the following singular instrument—one of the few Dutch Mortgages that have come down to our days;

"Appeared before as subscribed Aldermen of the City of New Orange, the honest Mr. John Richbell, Inhabitant of the place Marranek, in the Main, within this province, who acknowledged and declared for himself, his heirs and executors, fully and duly to be indebted Mr. Cornelius Steenwyck Chief Council<sup>4</sup> of this Province, a just and neat sum of Two thousand and four hundred Guilders, Wampum,<sup>5</sup> being occasioned by and from delivered Merchandizes, disbursed Moneys, or otherwise, by him the said John Richbell, to his full satisfaction received and enjoyed of Mr. Cornelius Steenwyck, which aforesaid sum of 2400 G. he the said John Richbell by these acceptetly and promiseth to pay, or cause to be paid to Mr. Steenwyck aforesaid, or to him, that should or might obtain his action with good current Wampum, or to deliver the value thereof on or before the first of October next ensuing, without delay. For the better security of the aforesaid Mr. Steenwyck, in the full satisfaction of the sum aforesaid, he the said John Richbell bindeth and engageth for a special Mortgage and a Pledge certain of his the said John Richbell's Neck or piece of Land lying upon the Main, being the most Westerly neck of Land of the three, to him the said John Richbell in lawful Propriety belonging, pursuant to certain Patent of Governor Lovelace, dated 16 October, 1668, limiting the Neck of Land aforesaid, upon the gravelly or Stony Water or River, which are the Easterly Limits of Mr. Pell's Land, having at the South side the Sound, and runing thus

<sup>1</sup> This is from an ancient Copy of the document signed by Pell that was delivered to Richbell, in the writer's possession.

<sup>2</sup> Ancient copy in the writer's possession.

<sup>3</sup> So in the original, it means "of the chief council."

<sup>4</sup> The shell money of the Indians.

from the Marked trees, standing on the side<sup>1</sup> Neck, North Twenty miles into the Woods, and further in General, his Person, and Goods Moveable and immoveable, none excepted or reserved, submitting the same to all Courts, Laws, and Justices.

In witness whereof is this by the said Mr. John Richbell benevolently or willing.<sup>2</sup> The Esquires Aldermen Gelyn ver Plank and Lawrence Spiegel.

In the Record Books of this Town. Signed in New orange 20 9ber.<sup>3</sup> 1673.<sup>4</sup> This mortgage only covered the West Neck as settled in the agreement with Pell above mentioned.

On the 12<sup>th</sup> May, 1675, two years later, a mortgage was made by John Richbell on the Middle Neck alone, in consideration of "£250 Boston Silver" to Robert Richbell of Southampton, England for the term of 99 years, redeemable at any time in the term upon the payment of the principal and interest.<sup>5</sup>

The very next year, on the 17 July 1676 Richbell made still another mortgage to one Thomas Kelland of Boston, in consideration of £100 New England money, upon the *reversion* of the Middle Neck for the term of 99 years, and also the reversion of the West Neck for 99 years, after payment of the £2500 to Robert Richbell and the 2400 Guilders to Steenwyck.

These Richbell Mortgages on the Great Neck passed by assignments into the hands of Samuel Palmer, of Mamaroneck; the first of a family of that name who have been closely and honourably connected with Mamaroneck from that day to this, and as they are still robust and numerous, will probably so continue indefinitely for the future. A Palmer was elected to a town office at the first recorded election in Mamaroneck in 1797, and a Palmer is a Justice of the Peace in Mamaroneck to-day.<sup>6</sup>

By these assignments Samuel Palmer became legally entitled to the remainder of the term of 99 years in the Middle Neck, and by his will, dated March 18th, 1712-13, he devised all his right, title and interest in and to the Middle Neck to his four sons, Nehemiah, Obadiah, Sylvanus, and Solomon Palmer. They continued in possession, and on the 8th of February 1722, Edward Richbell, who describes himself as "of the Parish of St. James in the County of Middlesex," in Great Britain heir-at-law of John Richbell therefore of Mamaroneck in the Precincts of Westchester in the Government of New York (who was Eldest son and Heir of Edward Richbell late of the City of Westminster Esq. who was Eldest son and Heir of Robert Richbell of Southampton in Great Britain, deceased, who was the only Brother and Heir of the

said John Richbell" released, in consideration of £380 sterling, to the above four Palmers, the Reversion and Equity of Redemption in the Middle Neck, and all his right title and interest therein. The four Palmers then conveyed a right in fee in that Neck to one Josiah Quinby.

But, the Steenwyck Mortgage of 1673, above mentioned, and another also made by John Richbell to him on the 6th of July, 1678, had been assigned to Frederick Philipse, and under his will passed to his daughter Eve, the wife of Jacobus Van Cortlandt of Yonkers, and of course under the law to him. These were both upon the West Neck. Both Van Cortlandt and Adolph Philipse his brother-in-law were Executors of Frederick Philipse's Will. They sent to England to Edward Richbell, and in consideration of the cancelling of John Richbell's mortgages and of £400 sterling in addition, he by Lease and Release of the 12th and 13th of August, 1723, conveyed to them all his right not only in the West Neck, but in all the lands possessed by John Richbell, except what he had released to the four Palmers above mentioned. Philipse and Van Cortlandt claimed that all the land the Palmers were entitled to under their deed from Edward Richbell lay between the Westchester Path and the Sound, and that they by their later conveyance from Edward Richbell were entitled to all between the Westchester Path northward to the Bronx. This claim the Palmers met by filing a bill in Chancery against Philipse and Van Cortlandt and on May 2, 1729, obtained a decree that the Proprietors of the Middle Neck under their mortgages and their Release from Edward Richbell, were entitled to have the Middle or Great Neck extended as far Northward as the East and the West Neck extended, and that Philipse and Van Cortlandt should be perpetually enjoined from making any claim or pretences to that part of the Great neck south and east of the Bronx River.

In 1731 an action between James De Lancey and wife and Mrs. Martha Heathcote against Josiah Quinby was tried at Westchester for a trespass in the Manor of Scarsdale committed by the defendant. The defendant pleaded that the premises were not in the Manor of Scarsdale, but in the Manor of Pelham, and produced Pell's Patent. The agreement between Pell and Richbell, above given, for dividing the land between Cedar Tree brook and Stony or Gravelly brook was then produced by the Plaintiffs, and the jury found a verdict for the plaintiffs with damages and costs.

A great question arose some thirty five years later in relation to the Middle Neck and the Manor of Scarsdale. Many persons had become interested in the former both as purchasers and as mortgagees. The Palmers had early sold undivided twelfth parts to various persons, among others "one twelfth and a half of one twelfth" were sold to Robert Livingston July 20<sup>th</sup> 1728. The purchasers had many of them died and left numerous heirs and among these was Mr.

<sup>1</sup> So in the original, it means "said."

<sup>2</sup> So in the original.

<sup>3</sup> November.

<sup>4</sup> From an ancient English translation in the writer's possession.

<sup>5</sup> Not recorded, copy in County's possession.

<sup>6</sup> William D. Palmer, Esq.

<sup>7</sup> Now usually called St. James's Piccadilly, though its legal designation is "St. James's, Westminster."

Livingston. There were heirs of many others, who in the same way had become possessed of interests larger or smaller in that Neck. The Palmers under the erroneous idea that the division line between the Middle and the East Neck ran due north and not Northwestward sold some three or four farms upwards of 500 acres altogether to one Cornwall who entered thereon. This land was within the Manor of Scarsdale and a part of the East Neck. Thereupon, the purchaser having in the mean time died, four ejectment suits were begun by Anne de Lancey and Lewis Johnston against his sons Benjamin Cornell (as the name soon began to be spelled and pronounced) Joseph Cornell, Peter Cornell, and John Cornell. This was in 1764. The number of persons who found themselves interested was so great as to greatly delay the proceedings. The question was where was the proper starting point between the Necks and what the true direction the line was to run. Finally it was at last determined by all parties to leave the question to a board of arbitrators. But so delayed was the business by the numbers it affected that the Articles of Agreement to arbitrate were not executed till the 21<sup>st</sup> of March 1769. The Parties were, "William, Earl of Stirling, Peter van Brugh Livingston, John Stevens, John Reid, Walter Rutherford, Robert R. Livingston, Gentlemen, William Smith Jun<sup>r</sup>, Esq Thomas Smith Esq. Joseph Cornell, John Cornell, Benjamin Cornell, and Sarah Cornell, Executors of Peter Cornell, Edward Burling, Benjamin Palmer, John Palmer, Yeomen, Mary Ashfield Spinster, Sarah Morris as widow and Richard Morris Esq<sup>r</sup>, William Smith Jun<sup>r</sup>, Esq<sup>r</sup>, Surviving Executors of Lewis Morris deceased, James Kinsey of New Jersey, and John Thomas Jun<sup>r</sup>. of Westchester, of the one part, and Anne De Lancey widow of the Honourable James De Lancey Esq. Deceased, and Lewis Johnston of Perth Amboy New Jersey, Physician of the other part." 1

The Arbitrators chosen were "Samuel Wylls of Jericho Long Island, Gentleman, Abraham Clark of Elizabethtown New Jersey, Stephen Crane of the same place, Gentlemen, William Nicoll J<sup>r</sup>, of Islip, in Suffolk County Esq." These Parties gave bonds in £5000 each to abide by the award, and it was agreed that each side should bear its own expenses, except as to those for the services of the arbitrators and the running of the line in accordance with the award, of which each side was to pay one half. The point to be decided as stated in the articles of agreement was to fix the true point near and below Westchester Path from which the dividing line was to be run in a North Northwesterly direction.

The hearings were long and much evidence locally interesting was brought forward. The Counsel were, for Anne de Lancey and Lewis Johnston, Thomas Jones, for the other parties, Whitehead Hicks, John Morin Scott, and William Smith Jun<sup>r</sup>, all but Scott

subsequently Judges of the Supreme Court of the Province, two, Smith Jun<sup>r</sup>, and Jones, were the two historians of the Province. Hicks was also Mayor of New York, and John Morin Scott was one of the Generals on the Whig side in the Revolution, and a lawyer of eminence. The award was unanimous and the operative part is in these few words, "we do award, order judge, and determine, that the place where the straight line of partition that is to run between the said two Necks or Tracts of Land shall begin in the middle of the creek or run of water leading from Dirty Swamp where the said Creek or Run of Water crosses Westchester old Path." All the original papers in this transaction bearing the autographs of all the distinguished men and other parties mentioned above are in the writer's possession in perfect preservation and from them this sketch has been drawn up. The result was to show the Cornell farms were in the Manor of Scarsdale where Colonel Heathcote had originally laid them out, except in one instance where the line went through one of the houses, which threw a little of the land west of the line and on the Middle Neck.

The Middle Neck continued in the hands of several owners, most of them members of the Palmer family until about 1790 when Mr. Peter J. Munro who a year or two before had bought the original Samuel Palmer House (now pulled down and which stood back and a little to one side of the two enormous elms now standing east of, and near, the Larchmont Railroad crossing at the Boston Road, and about 150 feet south of the road itself) and its farm, acquired all the other lands on the Neck, except the Scott House and the mill pond on the extreme western extremity of the Neck, and became the owner in fee simple of the whole. In his possession and that of his family it remained till the year 1845 when the part south of the Boston road, with the great house he built upon it was sold to the late Mr. Edward K. Collins. From him or his representatives it passed finally into the hands of the late Mr. Flint and his associates who upon it have erected the beautiful summer village called Larchmont.

It is sometimes styled Larchmont "Manor" but as this sketch shows the Neck upon which it is situated never was either a Manor or part of a Manor. The Munro farm was very large and the extent of the part of it below the Boston Road, some 330 acres, and the large Munro House now the chief Hotel, suggested the idea of calling it a "Manor" to the first organizers of the enterprise simply to give it prestige and name. No pleasanter place can be found near New York for a summer home.

The origin of the name Larchmont is a little odd, as neither larches nor hills are indigenous to the Neck. When Mr. Munro built his house, he wished to plant a quick growing grove of trees along the turnpike road west of his entrance. His Scotch gardener, a man of the name of Rae, suggested the

larches of his native land as they grow very rapidly indeed, and offered to send to his relatives in Scotland for seed. Mr. Munro assented, the seed came, the trees were planted, and answered the purpose admirably for about twenty or twenty five years, then they grew scraggy, began to die, and were gradually removed, the last of them during Mr. Collins' ownership, by whom the name was given to the place while it was his. This was the origin of the Scotch Larch in Westchester County, neither a handsome, nor long lived tree and not an acquisition of value. The "Mont" Mr. Collins evolved from his own consciousness, perhaps because the larch grows chiefly upon hills in its native land.

Larchmont possesses one of the largest and most flourishing yacht-clubs in the country. The beauty and accessibility of its situation and the wide approach to its shores by water gives it very great advantages, as well its position at the wide opening of the western end of Long Island Sound. The membership is about 400 and is increasing, and the club house on the water's edge is a fine and convenient building. Long Beach Point the western extremity of De Lancey's Neck extending out parallel to the shores of Larchmont forms a cove or small harbour, of great beauty directly in front of the village itself.

That part of the Munro farm west of the Turnpike was bought about 1840 by the late Judge James I. Roosevelt, who arranged the Cottage now the property of the family of the late Mr. George Vanderburg for his own residence. It has since been laid out in several small village plots, a large part of it is also owned by the Proprietors of Larchmont, through which runs the surface railway to the Larchmont station of the New Haven Railroad, which is upon this property. West of the Railroad but invisible from it on account of the forest, is "Hannah's Peak," the highest point on the Southeastern shores of Long Island Sound and one of the stations of the Coast Survey. In its neighborhood can also be seen a fine specimen of that natural curiosity, the Rocking Stone. It is an immense boulder so accurately poised that it can be moved without being overthrown.

The part of the East Neck which early in the last century acquired the name it has since borne of "de Lancey's Neck," remained continuously in that family without any of it being sold until 1848 when the late Mr. Thomas James de Lancey who had inherited the western part of it, with the assent of his uncle the late Rt. Reverend William H. de Lancey who had inherited the eastern part, sold his portion in large divisions to various parties. Its splendid situation, with its two beaches Long Beach and Scotch Beach, with Mamaroneck Harbour on its east side and De Lancey's Cove on its west side marked it out as a place for the fine seats and marine villas of gentlemen, with which its entire water front is now covered. The roads and drives upon it, and

the marine and inland views it commands are very beautiful and extensive. The central portion is dotted also with the handsome residences of gentlemen, and on the high ground at the picturesque entrance to the Neck is a large and handsome Hotel in the midst of large grounds handsomely laid out through the good taste and enterprise of Mr. Thomas L. Rushmore the gentleman who built it and who dwells in the neighbourhood with his children around him, each with his or her family possessing handsome places of their own.

Upon Long Beach Point on the west extremity of the Neck stands the splendid home of Mr. Henry M. Flagler. This point, originally with a splendid beach on each side of it, juts into the Sound from the Body of the Neck. The late Mr. John Greacen bought it of Mr. Thomas J. de Lancey, and built a large double brick house, now a part of Mr. Flagler's magnificent mansion, at the western end of this unique situation, and surrounded the point with a huge wide stone sea wall upon the top of which he laid out a drive, which is without a rival of its kind on the American sea coast. The Neck itself is the "Satanstoe" of Fenimore Cooper's novel of that name and is therein generally described. To this point the late Mr. Greacen gave the name of "Orienta," the origin of which as he himself told the writer was this. After he got his house built he found that in the summer mornings, he could lie in bed and see the Sun rise directly out of the water far up the Sound, and therefore he called his place "Orient," but "subsequently" said he, finding that a little hamlet at Oyster-pond Point, Long Island, had appropriated that name, I just tacked on a "a" to the end of it and called my place "Orienta." Being a musical name it is often heard as applied to the Neck itself, a fact Mr. Greacen said, he did not like "for it ought to be kept for the place I made, especially as everybody on the Neck laughed at me when I adopted it." Unfortunately it has been taken of late to designate drinking saloons &c in the village of Mamaroneck.

"Vergemere" the writer's place is at the East end of the Neck. It and Mr. Flagler's are the only places upon it which have a double water front, and where vessels can lie in safety in all winds. It is surrounded by old forest trees, is very handsomely laid out, and commands extensive and striking marine views. Between these two are the seats of Mr. James M. Constable, Mr. J. A. Bostwick, the Hon. David Dudley Field, Mr. Wm. G. Read, Miss Van Schuack, Mr. Ambrose McGregor, as well as those of Mr. Leonard Jacob, Mrs. Eldridge, Mr. Meigham, and that of the late James M. Miller, and Mr. James T. Burnet.

The town records of Mamaroneck consist of two volumes, one a small parchment covered folio, beginning only on the 2d of April, 1697, containing the records of the annual elections down almost to the present time, when it became full. The other is a

large folio about half full of deeds and miscellaneous papers among which are many freeing negro slaves under the state laws gradually abolishing slavery. It was opened in 1756.

The first entry in the records of Mamaroneck is as follows:

"Captain James Mott elected and chosen assessor for the ensuing year 1697, Samuel Palmer chosen supervisor, Henry Disbrow chosen collector and surveyor of the highways, William Palmer elected and chosen constable and recorder. All done by the freeholders and inhabitants of the above said place at a town meeting held at the house of Madam Richbil's on the 2d day of April 1697."

The entries of elections are made irregularly for a few years subsequently to the above date, but afterwards quite regularly. From an examination the following is a list of the supervisors and clerks of the town from the beginning as accurate as it can be made:

## SUPERVISORS.

1697. Samuel Palmer.  
1698-99, 1702. James Mott.  
1707-8. Henry Disbrow.  
1710-11. Samuel Palmer.  
1712-14. Nehemiah Palmer.  
1715-18. Silvanus Palmer.  
1717. Josiah Quinby.  
1718. John Griffen.  
1719-20. Henry Fowler.  
1721-22. Silvanus Palmer.  
1723. Henry Fowler.  
1724. Silvanus Palmer.  
1725-26. Henry Fowler.  
1727-42. Silvanus Palmer.<sup>1</sup>  
1743. Underhill Budd.  
1744. Nehemiah Palmer.  
1745-47. Underhill Budd.  
1748-58. John Stevenson.  
Dec. 1758. John Townsend.<sup>2</sup>  
1759-60. Reuben Bloomer.  
1761-70. John Townsend.  
1771-75. William Sutton.  
1776. Reuben Bloomer.  
1783-83. Gilbert Budd.  
1794-97. Benjamin Griffen.  
1798-1800. John P. De Lancey.  
1801-2. Edward Merritt.  
1803-6. Aaron Palmer.  
1807-13. John Pinkney.  
1814. John Peter De Lancey.<sup>3</sup>  
1815. Monmouth Lyon.  
1816. Aaron Palmer.  
1817-1. John Pinkney.

1820-24. John B. Underhill.  
1825-27. Aaron Palmer.  
1828. John Morrill.  
1829. Edwin Post.  
1830. Henry Munro.  
1831-32. James H. Guion.  
1833-34. Monmouth Lyon.  
1835-42. James H. Guion.  
1843-45. Benjamin M. Brown.  
1846. Stephen C. Griffin.  
1847-49. Benjamin M. Brown.  
1850. James H. Guion.  
1851. Charles W. Hopkins.  
1852. Louis Walsh.  
1853. Zachariah Voorhees.  
1854. Louis Walsh.  
1855-58. John Morrell.  
1859-60. William L. Barker.  
1861. Louis Walsh.  
1862-64. Jonas D. Hill.  
1865-66. Louis Walsh.  
1867. Jacob B. Humphrey.  
1868. Schureman Haldred.  
1869-70. Thomas L. Rushmore.  
1871. James J. Bernet.  
1872-76. Charles H. Birney.  
1877. Matthias Banta, who has been continually re-elected to the present year, 1896, and for the last few years by a unanimous vote of all parties, although he is a strong Democrat.

## TOWN CLERKS.

1697-99. William Palmer.  
1702. Obadiah Palmer.  
1708-15. Eliezer Gedney.  
1718-54. Nehemiah Palmer.  
1755-55. William Mott.  
1766-70. John Townsend.  
1771-1806. Gilbert Budd.  
1807-16. Dr. David Rogers, Jr.<sup>4</sup>

<sup>1</sup> Died 1742. Nehemiah Palmer was elected supervisor in his stead.

<sup>2</sup> Elected in the place of John Stevenson, who had removed from the town.

<sup>3</sup> The candidates for supervisor in 1814 were Henry Merritt and John Pinkney. The result of the election was contested, and in June, 1814, the Justice of the peace appointed Mr. De Lancey supervisor.

<sup>4</sup> Dr. Rogers and Gilbert Budd Horton were the candidates for town clerk in 1814. A contest took place between them over the result of the

1817-24. Monmouth Lyon.  
1825-28. Guy C. Bayley.  
1827. Cotes Tompkins.  
1828-30. Monmouth Lyon.  
1831. Daniel D. T. Hadden.  
1832-34. Walter Marshall.  
1835. Horace B. Slaet.  
1836. Amos F. Hatfield.  
1837-41. Epenetus C. Hadden.  
1842-45. Elijah G. Dixon.  
1846-47. Edward Seaman.  
1848. George Baxter.  
1849-53. Edward Seaman.  
1854-56. Joseph Hoffman.  
1857-58. Edward Seaman.  
1859. Joseph Hoffman.  
1860-61. Edward Seaman.  
1862-64. Joseph Hoffman.  
1865-66. Albert Lyon.  
1867-69. Jonas D. Hill.  
1870. Albert Lyon.  
1871. Jacob Buckter.  
1872. John N. Boyd.  
1873-74. Francis C. Corner.  
1875-76. William A. Boyd.  
1877. John C. Fairchild.  
1878-79. Joseph H. McLoughlin.  
1880. William A. Sickles.  
1881. Joseph H. McLoughlin.  
1882. William H. Lange.  
1883. William A. Sickles.  
1884-86. William H. Lange.

Space will not permit the introduction of much curious information contained in the town records which it was the intention to give, and which is found mixed up with the routine entries of town meetings, &c. &c.

The following entry however is of much importance showing as it does the burial place of John Richbell the first white man who bought Mamaroneck of the natives—the Father of the Town, his mother in law, and one of his daughters. As Mrs. Richbell his widow continued to live in Mamaroneck and survived till the first years of the eighteenth century, though the precise date of her death can not be found, it is most probable that she too is buried with her husband. There is no date to the entry, which shows beside the intimacy between the Richbell and the Disbrow families. The James Mott who makes this declaration was the husband of Richbell's daughter Mary whose burial is mentioned in it.

*The Burial Place of Richbell.*

"I James Mott do give and grant to Margaret Disbrow and her three sons Henry John and Benjamin all belonging to Momoronack to them and their families forever the Liberty of burying their dead whether Father or Mother, husband or wife, brother or sister, son or daughter, in a certain piece of Land Laying near the Salt Meadow, where Mr. John Richbell and his wife's Mother, and my wife Mary Mott was buried in my home lot or feild adjoining to my house, written by William Palmer Clerk of Momoronack by order of Capt James Mott."

## I. Town Records 71.

The spot is on the property of Mr. Thomas L. Rushmore on the little knoll between the Harbour and De Lancey Avenue, marked by a few trees and a few half buried tombstones of a comparatively late date. How many of the Disbrows are buried there nought remains to tell. They have had for sixty or seventy years a cemetery of their own on West St. The last person whom the writer knows to have been buried on the knoll, was the venerable Quaker who once owned the farm and the knoll itself, Seaman Giles—and of whom he has a vivid recollection. It is the

election, which was terminated in June of that year by the justices of the peace electing Dr. Rogers to the office.



oldest burial place of civilized man in the town, and it is hoped that some proper historic monument may yet mark this spot so sacred in the memory of the earliest settler of Mamaroneck and his family and friends.

There is one other entry in the town book of such an odd nature that it must be mentioned, an entry which shows the strength of an agricultural superstition very prevalent in the last century and which may linger still in some old fashioned regions.

"April 5<sup>th</sup>, 1785. The Freeholders and Inhabitants agree that the overseers of Highways are empowered to call on all the Men in their several Districts for the purpose of Destroying the Barberry bushes, so often as the said overseers shall think proper, until the whole are destroyed, any man refusing to come, if he is legally warned, shall forfeit 4s. for every day, to be recovered in the same manner as the fines for neglect of working the roads are, which fines shall be lay'd out as the overseers think proper." It was the popular belief of that day that the smut or blight in wheat and other grains was caused by these unfortunate barberry bushes, hence in Mamaroneck as in many other places, ridiculous as it seems at this day, they were proceeded against as public enemies.

The de Lanceys of New York so closely connected with the Province, and State, and the County of Westchester, are of French origin, the first of them in America having been driven from France by the Revocation of the Edict of Nantes, being a Huguenot. The annexed account of this family is mainly from Bolton's second edition of his History of Westchester County which was drawn up from the authorities referred to in it, and later information from the late Bishop de Lancy and the present writer.

The de Lanceys of New York, are a branch of the ancient house of de Lancy in France, springing from Guy de Lancy, Ecuyer, Vicomte de Laval et de Nouvion, who in 1432, held of the Prince-Bishop of the Duchy of Luon, the fiefs of the four baniers of Laval, and that of Nouvion.<sup>1</sup> These territories formed one of the four Vicomtes-cies of the Laonnois, a division of the old province of the "Isle of France," bordering on Picardy.

The manuscript genealogies of this family are preserved in the Armorial General de la France 2d Register, 2d volume, in the National Library of France<sup>2</sup> at Paris, and in the archives of the department of the Aisne, at the city of Laon. The latter have been given in the Dictionnaire Historique du Departement de l'Aisne of M. Melville.<sup>3</sup> The descent is thus given from the French authorities.<sup>4</sup>

The prefixed Roman numerals are so used in the French genealogies to denote the different individuals bearing the same Christian name.

1432. Guy de Lancy, Ecuyer<sup>5</sup> Vicomte de Laval et de Nouvion. Wife, Anne de Marcilly.

1436. Jean I, (John) de Lancy, 2d Vicomte.

1470. Jean II, (Johu) de Lancy, 3d Vicomte, Deputy to the States-General at Tours in 1484, present at the battles Fornoue and Ravvenna.

1525. Charles I, de Lancy, 4th Vicomte. Wives, 1. Nicole St. Pere, issue, one daughter, married Antoine Pioche, of Laon. 2. Marie de Villiers, issue two sons, Charles 6th Vicomte, and Christophe, Seigneur de Raray.

1535. Charles II, de Lancy, 5th Vicomte. Wife, Isabel Branche, married 15th April, 1534; issue, Charles 6th Vicomte, Jacques (James) Claude, and a daughter Barbe.

1569. Charles III, de Lancy, 6th Vicomte. Wives, 1. Madeline Le Brun, married 21st of July, 1569; issue, Charles IV., de Lancy, Seigneur de Cocquebine, (who died in 1667, leaving by Francoise Crochart, his first wife; Charles V, de Lancy, Seigneur de Charlemont, who died unmarried. By his second wife Marthe de Resnel, the Seigneur de Cocquebine, who was created a Counsellor to the King, 20th of March, 1652, by whom he had no children.)

Charles III, de Lancy, 6th Vicomte, was present at the battle of Ivry in 1590. 2. By his second wife Claude de May, married 15th January, 1593, he had issue, Charles de Lancy, Sieur de Suine et de Niville, Antoine, a Canon of the Cathedral of Laon, and Claude.

1611. Charles de Lancy, Sieur de Suine et de Niville, 1653. born in 1611, married 25th June, 1653, Jeanne Ysore, was created a Counsellor of State to the 1689. King in 1654, and died 23d of November, 1689, leaving issue, one child,—

Charles Ambroise de Lancy, Seigneur de Niville et du Condray, de Frenoi, et d'Orgemont, who married 9th January, 1702, Marie Madeleine Labbe. He was confirmed in his nobility 1697. by a decree of the King in Council, Nov. 30th, 1697. He had issue, an only son,—

1707. Pierre Charles de Lancy, Seigneur de Niville et de Blarus, born 5th of June, 1707; an officer of 1750. the King's Guards, who died unmarried in 1750.

Christophe de Lancy, Seigneur de Raray, above named, the younger of the two sons of Charles de Lancy 4th, Vicomte de Laval et de 1525. Nouvion, created Baron de Raray, having no issue by his first wife, Barbe de Louen, married 1553. Secondly, January 19th, 1553, Francoise Lami, daughter of Pierre Lami, Seigneur de la Morliere.

la Noblesse de France, by Chenay Desbois, vol. viii: title "Lancy;" Annuaire de la Noblesse of Borel d'Hauterive for 1855, "Lancy—Raray."

<sup>5</sup> Ecuyer, denotes a gentleman entitled to use coat-armour.

<sup>1</sup> Sometimes spelled "Nouvian." These lands and villages are situated a few miles from the city of Laon in the present department of the Aisne.

<sup>2</sup> The official MSS. of this work, the great National Register of the French Noblesse, were first printed by order of Louis XV., in 1738.

<sup>3</sup> In two vols. 8vo., published at Paris and at Laon in 1865.

<sup>4</sup> Le Nobiliaire de Picardie, Paris, 69<sup>e</sup> title "Laucet," Dictionnaire de



1584. He died in 1584, leaving a son Nicholas de Lancy, second Baron, Treasurer of Gaston, first Duke of Orleans who married Lucrèce de Lancie, a Florentine lady, and had four children. 1. Henry de Lancy, third Baron, who 1654. was created January 17th, 1654, Marquis De Raray. 2. Francois de Lancy, Seigneur D'Aramont, called the Chevalier de Raray, who was killed at the siege of Conde, 17th August, 1674, unmarried; and 3. Charles de Lancy, Seigneur de Ribecourt, et Pimpré, who married Madeleine d'Aguesseau and died without issue in 1675. 4. Madeleine de Lancy, married 11th November, 1619, Charles de Mornay, Seigneur de Montchevreuil.

Henry de Lancy, above named, 1st Marquis de Raray, married January 30th, 1633, Catharine d'Angennes, daughter of Louis d'Angennes, Seigneur de la Loupe and his wife Francoise, daughter of Odet, Seigneur d'Auberville, Bailly of the city of Caen, in Normandy, by whom he had, 1. Gaston Jean Baptiste de Lancy, 2d Marquis; 2. Charles de Lancy-Raray, killed at the siege of Lille, in 1667, unmarried; and 3. Marie Charlotte, wife of Louis des Acres, Marquis de l'Aigle, who died in Paris, August 27th, 1734, aged 82 years.<sup>1</sup>

1660. Gaston Jean Baptiste de Lancy, second Marquis de Raray, married 4th May, 1660, Marie Luce Aubery, daughter of Robert, Marquis de Vatan, and had two sons, Charles Henry de Lancy, third Marquis, made a page to the King 1679. in 1679, who died shortly after, unmarried, and Gaston Jean Baptiste de Lancy, who succeeded his brother as fourth Marquis and died unmarried not long after. Both these brothers died 1680. in 1680; and with them ended the males of this branch of the family. Their sisters were five, Henriette, wife of the Marquis de Crevecoeur; Catharine, wife of the Seigneur de la Billarderie;<sup>2</sup> Francoise, died unmarried; Annette, died unmarried, and Marie Luce, wife of the Comte de Nonant, who died 16th March, 1743, aged eighty.

<sup>1</sup> Le Palais d'Honneur, Paris, 1664, page 312, family "d'Angennes."

<sup>2</sup> In front of the altar at the Church of Vreberie, (department of Oise, France), there is a tombstone erected to this lady, inscribed:—

D. O. M.

Ici repose

Haute etpuissante Dame

Madame FRANÇOISE DE LANCY RAY, dame

Des Terres et Seigneuries, d'Harmont, Ribecourt,

Pimpré St. Germain et Ruy, en partie Châtelaine

Hereditaire et engagée des Donaines de Balthay

et Verberie, possédée par ses peres de plusius

deux cents ans venue de Messire Barthelomi de

Flahaut Chevalier seigneur de la Billarderie Maître

de camp de Cavalerie, exempt des gardes du corps

du Roi tue a la bataille de Mal plaquet. La dite

Dame de la Billarderie est decedee la 25 Juin, 1624.

aggee de 61 ans.

Priez pour son ame

The Arms are blazoned in the "Armorial Général de la France," thus, "ARMES; or, a l'aigle employee de sable, charge sur l'estomac d'un ecusson d'azur, a trois lances d'or, posées en pal, pointes en haut." In English, ARMS: Or, an eagle wings displayed, sable, charged on the breast with a shield azure, three tilting lances or, in pale, points upward.

On becoming a British subject, Etienne (or Stephen) de Lancy modified these arms which had originated before the use of crests in heraldry, to make them more like those of English families, most of which have crests; and though not registered in the English College of Arms, they appear as so modified in most English heraldic works, and have since been so borne in America, notably on the official seal of his son James de Lancy, as Lt. Governor and Captain General of New York. They are thus blazoned:—ARMS; Azure, a tilting lance proper, point upward with a pennon argent bearing a cross gules fringed and floating to the right, debruised of a fess, or. CREST; a sinister arm in armor embowed, the hand grasping a tilting lance, pennon floating, both proper. Motto; Certum voto pete finem.

The name of this family, anciently spelled "Lanci," and later "Lancy," in France, was anglicised by Etienne de Lancy on being denizenized a British subject in 1686, after which time he always wrote his name Stephen de Lancy—thus inserting an "e" in the final syllable. The "de" is the ordinary French prefix, denoting nobility.

The Seigneur Jacques (James) de Lancy, above-named, second son of Charles de Lancy, fifth Vicomte de Laval et de Nouvion, was the ancestor of the Huguenot branch, the only existing one, of this family. His son the Seigneur Jacques de Lancy of Caen, married Marguerite Bertrand, daughter of Pierre Bertrand of Caen, by his first wife, the Demoiselle Fîrel, and had two children, a son Etienne (or Stephen) de Lancy, born at Caen, October 24, 1663, and a daughter, the wife of John Barbarie.<sup>3</sup> On the revocation of the edict of Nantes, Stephen de Lancy was one of those who, stripped of their titles and estates, fled from persecution—leaving his aged mother, then a widow, in concealment at Caen, he escaped to Holland, where, remaining a short time, he proceeded to England, and taking out letters of denization as an English subject at London, on the 20th of March, 1686, he sailed for New York, where he arrived on the 7th of June following. Here with three hundred pounds sterling, the proceeds of the sale of some family jewels, the parting gift of his mother, he embarked in mercantile pursuits. By industry and strict application to business, he became a successful mer-

<sup>3</sup> MSS., "Bertrand" Genealogy:—John Barbarie and his family came to New York in 1668, in which year (on 5th January), he and his sons Peter, and John Peter, were denized as English subjects in London. He was subsequently a merchant in New York, in partnership with his brother-in-law, Stephen de Lancy, and a member of the Council of the Province.

chant and amassed a large fortune. He was a highly esteemed and influential man, and held, through all his life, honorable appointments in the councils of the city, as well as in the Representative Assembly of the Province. He was elected Alderman of the west ward of the city, five years after his arrival, in 1691. He was representative from the city and county of New York, in the Provincial Assembly, from 1702 to 1715, with the exception of 1709; and in 1725, on the decease of Mr. Provost, he was elected again to that body. The following year he was re-elected, and continued in office until 1737; a service of twenty-six years in all. In 1716, being a vestryman of Trinity church, he contributed £50, the amount of his salary as Representative to the General Assembly, to buy a city clock for that church, the first ever erected in New York. To him and Mr. John Moore, his partner, the city is also indebted for the introduction of fire engines, in 1731.<sup>1</sup> He was one of the principal benefactors of the French church, Du St. Esprit, established in New York by the refugees who fled upon the Revocation of the Edict of Nantes, and a warm friend of the French Huguenots at New Rochelle. The following letter addressed by him, 1591, to his friend Alexander Allaire, is still preserved among the public records at New Rochelle.

NEW YORK, LE 27 JULIET, 1691.

Mons. ALLAIRE :

Monsieur Notre Amy Muns. Bonhelier, ayant de partir un donnera ordre qu'en ces quil vînes à mourir il soit fait donation de ses terres à sa filleule votre fille. Sy vous pouvez faire quelque Benefice des dits terres. Solt A Couper des arbres on a faire des folies sur les prairies vous le poves a l'exclusion de qui quece soit, Je suis,

Mons. votre très humble serviteur,

ETIENNE DE LANCEY,

Ceu est la véritable copie de l'original. 2

He was a vestryman of Trinity church, New York at the time of his death, in 1741. He married January 23d, 1700, Anne Van Cortlandt, daughter of Stephanus Van Cortlandt (whose family was then one of the most opulent and extensive in the Province). Stephen de Lancey at his death in 1741 left issue surviving, James, Peter, Stephen, John, Oliver, Susan and Anne. Of these sons Stephen and John died bachelors. Susan married Admiral Sir Peter Warren, and Anne the Hon. John Watts of New York. The eldest son, James de Lancey, a man of great talent, was born in the City of New York, 27th November, 1703, and received his education at the University of Cambridge, England. He was a fellow commoner of Corpus Christi College (where he was styled the "handsome American") and studied law in the Temple. In 1725, he returned to New York, and on the decease of John Barbarie, his uncle by marriage, was appointed by George II. to succeed him in the Provincial Council. He took his seat at the board, January 29, 1729, and held it to April 9, 1733, when he was appointed Chief

Justice of New York and continued so the remainder of his life. In 1733, on the accession of Sir Danvers Osborne as Governor, in the place of George Clinton, he received the commission of Lieutenant-Governor, which had been conferred upon him in 1747 by George II. and had been kept back by Clinton until this time. The oath of office was administered October 10, 1733. The tragical death of Sir Danvers Osborn by suicide two days afterwards, occasioned the elevation of Mr. de Lancey to the Governorial chair, which he occupied till the 2d of September, 1755, when the new Governor, Admiral Sir Charles Hardy arrived, who administered the government till the 2d of July, 1757. Preferring a naval command Hardy resigned, and sailed in the expedition to Louisburgh, and Mr. De Lancey again took the reins of Government.

The ministry of England wished to keep the command of New York in the hands of Mr. de Lancey, but it was then, as it is to this day, a rule of the English Government never to appoint a native colonist to the supreme command over his own colony. To effect their object in this case without violating their rule, they decided not to appoint any new Governor as long as Mr. de Lancey lived; he therefore remained the Governor of New York under his commission as Lieutenant-Governor until his death, some three years afterwards, on the 30th of July, 1760.<sup>3</sup>

"On the 19th of June, 1754, Governor de Lancey convened and presided over the celebrated Congress of Albany, the first Congress ever held in America, over which he presided. This was a Congress of delegates from all the colonies, which the home government directed the Governor of New York to hold, for the purpose of conciliating the Indian nations who were invited to attend it; of renewing the covenant chain and attaching them more closely to the British interest, and comprising all the provinces in one general treaty to be made with them in the King's name, and for no other purpose.<sup>4</sup> Speeches and presents were made to the Indians who promised to do all that was asked of them, but no formal treaty whatever was concluded. The Congress voted instead, that the delegation from each colony except New York, should appoint one of their number, who together should be a committee to digest a plan for a general union of all the colonies.

The choice of the New York committee-man was left to Governor de Lancey, who, acting most impartially, appointed his political opponent, William Smith, Esq., the elder.<sup>5</sup> This movement, which was not within the objects of the Congress as defined in

<sup>2</sup> For a full biographical sketch of Governor De Lancey, see Documentary History of New York, vol. IV, p. 1037.

<sup>4</sup> Virginia and Carolina did not send delegates, but desired to be considered as present. Doc. Hist. N. Y., II, 567.

<sup>5</sup> See Letter of Lords of Trade, directing the holding of the Congress, and the minutes of its proceedings in full, in Doc. Hist. N. Y., II, 555 and N. Y. Col. Hist., vi. p. 853.

<sup>1</sup> Miscellaneous works, by Gen. de Peyster; De Peyster Gen. Ref. p. 64.

<sup>2</sup> Copied from original MSS. in Rec. of New Rochelle.

the letter of the Board of Trade above mentioned, resulted in the adopting of a plan of a union to be made by an act of Parliament, which, after the provisions were resolved on, was put into form by Benjamin Franklin, who was a delegate from Pennsylvania, and which was not decided upon, but merely sent to the different provinces for consideration.

Before the motion for the appointment of this committee was made, Governor de Lancey, being in favor of the colonies uniting for their own defence, proposed the building and maintaining, at the joint expense of the colonies, of a chain of forts covering their whole exposed frontier, and some in the Indian country itself. But this plan, like the other, was without effect upon the Congress; for, as he tells us himself, "they seemed so fully persuaded of the backwardness of the several assemblies to come into joint and vigorous measures that they were unwilling to enter upon the consideration of the matters."<sup>1</sup> His idea seems to have been for a practical union of the colonies for their own defense to be made by themselves; whilst that of the committees, who despaired of a voluntary union, was for a consolidation of the colonies to be enforced by act of Parliament. Neither plan, however, met with favor in any quarter, and the Congress effected little but the conciliation of the Indians.<sup>2</sup>

In the autumn of 1754, the Governor suggested to the Assembly the system of settling lands in townships instead of patents, a measure which, being passed by them, rapidly increased the population and prosperity of the colony.<sup>3</sup>

On the 31st of October, 1754, Governor de Lancey signed and passed the charter of King's (now Columbia) college, in spite of the long and bitter opposition of the Presbyterians, led by Mr. William Livingston. So decided were they against the Episcopalians at this time, and so determined were the efforts of Mr. Livingston to break down the college, that, though signed and sealed, the charter was not delivered in consequence of the clamor, till May 7th, 1755, when, after an address, Governor de Lancey presented it to the trustees in form.<sup>4</sup>

"No American had greater influence in the colonies than James de Lancey. Circumstances, it is true, aided in raising him to this elevation—such as education, connections, wealth, and his high conservative principles; but he owed as much to personal qualities, perhaps, as to all other causes united. Gay, witty, easy of access, and frank, he was, personally, the most popular ruler the Province ever possessed, even when drawing tightest the reins of Government."<sup>5</sup>

The death of Governor James de Lancey, which took place on the 30th of July, 1760, was an event which had a great influence in the affairs of the Province. He was found expiring upon that morning, seated in his chair in his library, too late for medical aid. His funeral took place on the evening of the 31st of July, 1760. The body was deposited in his family vault, in the middle aisle of Trinity Church, the funeral service being performed by the Rev. Mr. Barclay, in great magnificence; the building was splendidly illuminated. The accounts of the funeral and the procession from his house in the Bowery to the church, filled columns of the papers of the day.<sup>6</sup>

The following particulars are copied from a memorandum written by the elder John Watts, of New York, in 1787:

"James de Lancey was a man of uncommon abilities in every view, from the law to agriculture, and an elegant, pleasant companion—what rarely unites in one person; it seemed doubtful which excelled, his quick penetration or his sound judgment; the first seemed an instant guide to the last. No man in either office, (Chief Justice or Lieut. Governor,) had more the love and confidence of the people; nor any man, before or since, half the influence. He was unfortunately taken from us in July, 1760, so suddenly that his very family suspected no danger. We had spent, very agreeably, the day before on Staten Island; after ten at night he left my house perfectly well, in the morning he was as usual, but about nine a servant was dispatched to tell me his master was very ill. I mounted instantly and hurried to his house in Bowery Lane, but on the way was alarmed by a call 'that all was over,' and too true I found it; he sat reclined in his chair, one leg drawn in, the other extended, his arms over the elbows, so naturally, that had I not been apprized of it, I certainly should have spoken as I entered the room. Nobody but his youngest daughter, a child, was present at the time, so little did the family apprehend the least danger. Never did these eyes behold such a spectacle, or did my spirits feel such an impression. The idea affects me whenever I think of it; to lose such a companion, such a counsellor, such a friend."

James de Lancey married as above stated, Anne, eldest daughter and co-heiress of the Hon. Caleb Heathcote, Lord of the Manor of Scarsdale. By her, he had four sons; first, James; second, Stephen; third, Heathcote; fourth, John Peter; and four daughters; first, Mary, wife of William Walton, who died in 1767; second, Susannah, born 18th November, 1737, died a spinster in 1815; third, Anne, born 1746, and died in 1817, who married Thomas Jones, Justice of the Supreme Court of New York, author of the History of New York during the Revolutionary War; and Martha who died a spinster, aged 19, in 1769.

James De Lancey, the eldest son of the Lieutenant-Governor, born in 1732, was the head of the political party, called by his name, from his father's death to the Revolution and its leader in the Assembly of the Province. He married, August 17th, 1771, Margaret Allen of Philadelphia, daughter of William Allen, Chief Justice of Pennsylvania, whose sister was the wife of Governor John Penn of that Province. The late Mrs. Harry Walter Livingston (born Mary Allen) who died in 1855, was a niece of these two sisters. James de Lancey had two sons, Charles in early life a British naval officer, and James, Lieut-Colonel of

<sup>1</sup> See his speech to the Assembly of August 20th, 1754. Am. Jour., II, 386, 387.

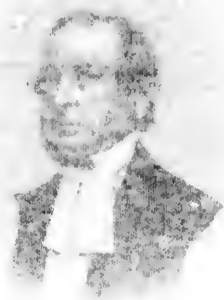
<sup>2</sup> See the proceedings of the Congress. Doc. Hist. N. Y., II, 386, 387.

<sup>3</sup> Assembly Journal, II, for September, 1754.

<sup>4</sup> Doc. Hist. N. Y. IV, 1051.

<sup>5</sup> Doc. Hist. N. Y., p. 1057.

<sup>6</sup> Parker's Post Boy and other newspapers.







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the First Dragoon Guards; both died bachelors, the former May 6th, 1840, and the latter May 26th, 1857; and three daughters, Margaret, married July 17th, 1794, Sir Jukes Granville Clifton Jukes, Bart. and died June 11th, 1804 without leaving children; Anna and Susan who both died spinsters, the first, August 10th, 1851, and the last April 7th, 1866.

Stephen the second son of Lieutenant-Governor de Lancey was the proprietor of what is now the town of North Salem in this county, which came to his father as part of his share in the Manor of Cortlandt, which town Stephen de Lancey settled. He built a large double dwelling, which he subsequently gave to the town for an Academy which is still in existence.<sup>1</sup> He married Hannah Sackett, daughter of Rev. Joseph Sackett of Crom Pond and died without issue May 6th, 1795. Heathcote, the third son of the Lieutenant-Governor, died young before his father.

John Peter de Lancey, the fourth son of Lt. Governor de Lancey, was born in the city of New York, July 15th, 1753, and died at Mamaroneck, January 30th, 1828. He was educated in Harrow school in England, and at the military school at Greenwich. In 1771, he entered the regular army as Ensign, and served up to the rank of captain in the 18th, or Royal Irish Regiment of Foot. He was, also, for a time by special permission, Major of the Pennsylvania Loyalists, commanded by Col. William Allen.

He received the Heathcote estates of his mother, in the Manor of Scarsdale; and having retired from a military life, in 1789 returned to America and resided at Mamaroneck. He built a new house, still standing on Heathcote Hill, the site of his grandfather Heathcote's great brick manor-house, which was accidentally burnt several years prior to the Revolution. He married 28th September, 1785, Elizabeth Floyd, daughter of Col. Richard Floyd of Mastic, Suffolk County, the head of that old Long Island family, and had three sons and five daughters. The sons were, 1. Thomas James, a lawyer, who died in 1822, at the early age of 32, leaving by his wife Mary, daughter of Thomas Ellison, an only child, a son, also named (Thomas James,) who married Frances Augusta Bibby, and died in 1859, without having had issue. 2. Edward Floyd, born 18th June, 1795 and died a bachelor, 19th October 1820. 3. William Heathcote, born 8th October, 1797, at Mamaroneck, and died at Geneva, New York, April 5, 1865, the late Bishop of Western New York.

The daughters were five in number. 1. Anne Charlotte, born 17th September, 1786, married 10th December, 1827; John Loudon McAdam, the celebrated originator of McAdamized roads,<sup>2</sup> and died at Hoddesdon, in England, 29th May, 1852, without is-

sue. 2. Susan Augusta, wife of James Fenimore Cooper, the eminent American Author, born 28th January, 1792, married 1st January, 1811,<sup>3</sup> and died 20th of January, 1852. 3. Maria Frances, born August 3d, 1793; died 17th of January, 1806. 4. Elizabeth Caroline, born 4th March, 1801, and died, single, 25th February, 1860. 5. Martha Arabella, born 10th January, 1803, who died in May 1882.

William Heathcote de Lancey, the first Bishop of Western New York, was born at Heathcote Hill, Mamaroneck, October 8th, 1797.

After attending school at Mamaroneck, and then at New Rochelle, where his teacher was Mr. Waite, father of the present Chief Justice Waite of the Supreme Court of the United States, he was sent to the academy of the Rev. Mr. Hart, at Hempstead, L. I., and on the death of that gentleman, was transferred at the suggestion of his father's personal friend, the Hon. Rufus King, to that of the Rev. Dr. Eigenbrodt, at Jamaica. Entering Yale College in 1813, Mr. de Lancey graduated in 1817, and at once commenced the study of theology with the celebrated Bishop Hobart, as a private student. He was ordained a deacon by that prelate on the 28th of December, 1819, and a priest on March 6th, 1822.

Mr. de Lancey married on the 22d of November, 1820, Frances, third daughter of Peter Jay Munro, of New York, and of Mamaroneck, the distinguished lawyer, only child of the Rev. Dr. Harry Munro, the last English Rector of St. Peter's church, Albany, N. Y., by his third wife, Eve Jay, daughter of Peter Jay, the first of that name in Rye, (one of whose younger brothers was Chief Justice John Jay) by his wife Margaret, daughter of the Hon. Henry White, of the Council of the Province of New York, and his wife Eve Van Cortlandt, of Yonkers.

While a divinity student Mr. de Lancey held the first services of the Episcopal Church in Mamaroneck; and with the aid of his father, John Peter de Lancey and Peter Jay Munro, who were its first wardens, founded the Parish of St. Thomas in that village.

After serving for short periods as deacon in Trinity church, and in Grace church, New York, he was invited by the venerable Bishop White of Pennsylvania to be his personal assistant in the "Three United Churches" of Christ church, St. Peter's, and St. James in Philadelphia, of which he was also the Rector. Mr. de Lancey accepted this position and removed to Philadelphia, where he continued to reside in the closest and most confidential relations with Bishop White, until the death in 1836, of that great and venerable prelate, the first Bishop of the American Church, consecrated by Anglican Bishops.

During this period, in 1827, in his thirtieth year, Mr. de Lancey was chosen Provost of the University

<sup>1</sup> See Town of North Salem.

<sup>2</sup> She was his second wife. His first wife was Gloriaanna Nicoll of Suffolk County, Long Island; a first cousin of Mrs. John Peter de Lancey, the mother of his second wife.

<sup>3</sup> This marriage was solemnized in the house of Mr. de Lancey, at Heathcote Hill.



of Pennsylvania, that old "College in Philadelphia" founded by Benjamin Franklin; and also received the degree of D.D., from his Alma Mater, Yale College—being the youngest man upon whom, up to that time, she had conferred that honor. He remained in the Provostship five years, having brought the University up to a very flourishing condition, when he resigned to resume his profession and was elected assistant minister of St. Peter's church, Philadelphia, with the reversion of the Rectorship upon the death of Bishop White.

That event occurring in 1836, Dr. de Lancey then became Rector of St. Peter's and remained such until 1839, when, upon the division of the State of New York into two Dioceses, he was elected Bishop of that part of the State, west of Utica, and consecrated Bishop of Western New York, at Auburn, May 9th, 1839, and took up his residence at Geneva in Ontario County, a town nearly in the centre of the new Diocese the same year.

After a long, distinguished and successful episcopate of twenty-seven years, Bishop de Lancey died in his own house in Geneva, on the 5th of April, 1865, in the sixty-eighth year of his age. "In him," said a writer of the day, "the Church in America loses the further services of one of her oldest and wisest Bishops. Descended from one of the oldest and best families in this country—which dates far back in our colonial history, and was from the first one of the staunchest pillars of the Church—Bishop de Lancey had also the good fortune to be personally connected with the leading minds in our American branch of the Church Catholic. After studying for holy orders under Bishop Hobart, and being ordained by him both Deacon and Priest, he became assistant to the venerable Bishop White, and continued in the closest and most confidential intercourse with him to his death in 1836. \* \* \*

During his connection with the Diocese of Pennsylvania, he filled numerous posts of dignity and useful service, among which were the Provostship of the University of Pennsylvania, the Secretaryship of the House of Bishops, and of the Pennsylvania Convention; his activity, high character and living influence, were inferior to those of no other Priest in the Diocese. This early promise was not disappointed, but abundantly fulfilled, in his career as the first Bishop of Western New York. He was one of the men whom nature had marked out for a ruler among his fellows. With sound principles, earnest devotion, personal gravity, and spotless purity of life, he possessed a clearness of head, a keen knowledge of human nature, and a coolness, caution, readiness, and boldness, which all combined in making him a successful Bishop. His skill in debate was remarkable, and was fully equalled by his mastery of all the resources of parliamentary tactics, either for carrying a measure which he favored, or defeating one to which he was opposed. His vigilance and unflinching tenacity were fully on a par with his other qualities;

and yet his courtesy and gentlemanly bearing, together with a pleasant touch of humor, so lubricated the friction of every contest, that no undue heat remained on either side when the struggle was over. No higher testimony could be given to the manner in which he discharged his high office, than the fact of great and steady growth in his Diocese, together with a maintenance of an internal harmony, unity and peace, such as no one of our great Dioceses has been able to equal, much less surpass; nor was he ever the subject of systematic attack from outside of his own jurisdiction. But his care was not limited to his own immediate charge. While Hobart College, and De Veaux College, and the Theological Training School, and other flourishing Church schools, manifest his power of organization and maintenance, and his success in rallying aid by means of the confidence which his personal and official character inspired, he never neglected the General Institutions of the Church. Not only in General Convention was he one of the strong men of the Upper House; but in the Board of Missions, in the Church Book Society, in the General Theological Seminary, he has been among the foremost, sometimes the one of all others to lead the way at critical moments, and to sound the call to which others were glad to rally. His clear-sightedness, indeed, sometimes made him a little in advance of his time; and no truer proof of wisdom could be given by a tenacious man than the promptness with which he dropped a subject when satisfied that it was not yet ripe for action. One case of this kind was in regard to the General Theological Seminary, which he foresaw must sooner or later change its form from a general to a local institution; and about twenty years ago he proposed it in the Board. The proposal failed, and was not renewed. The time for that change is much nearer now than it was then, and the shape which it will take, will probably be different in some important respects from Bishop de Lancey's ideas at that time.<sup>1</sup> But his foresight as to the coming change will continue on record. Another and still more important subject was also introduced first by him into General Convention—the adoption of the Provincial System. Bishop White, indeed, had sketched out the plan long before, and he had taken it from the universal system of the Church in all ages and countries; but Bishop de Lancey was the first to propose it, formally, to the Legislature of the Church. The time had not come; and the Bishop wisely let it sleep thereafter; but here, as before, the proof of his foresight as to the approaching and certain needs of the Church is written in the records of her institutions. Bishops of more brilliance in some departments, of more moving eloquence, of more sympathetic temperaments, of more personal popularity, of more rapid visible success, we may behold; but a Bishop more

<sup>1</sup> The change did not come till about fifteen or sixteen years after Bishop de L.'s death, when the Seminary was totally reorganized as it now is.

sagacious, more steady, more true, in laying the foundations of the Church, like a wise master-builder, we never expect to see."

John Peter De Lancey by will (dated 28th of January, 1823) devised his property in this town to Thomas James De Lancey, the only child of his deceased son Thomas James, and to his son William Heathcote De Lancey the Bishop of Western New York (except a portion of the western end of De Lancey's Neck which he had conveyed in his lifetime to his deceased son Thomas James, who had devised the same to his only child Thomas James the younger). All the property of Thomas James the younger lay upon the western part of De Lancey's Neck. The eastern part of that Neck, the Heathcote Hill tract, and sedge lots, with the other lands of John Peter de Lancey in Mamaroneck passed to the late Bishop de Lancey, who devised the same to his four surviving children, Edward Floyd, John Peter, William Heathcote, Jr., and Margaret, wife of Thomas F. Rochester, M.D. The Heathcote Hill estate was devised to them equally, and subsequently by purchase of the shares of his brothers and sister became the sole property of Edward Floyd de Lancey, the present proprietor. Thomas James de Lancey, the younger, sold his part of De Lancey's Neck in his lifetime, and it is now held by many owners. The eastern part, has now been sold by the children of Bishop de Lancey except the extreme south-eastern part, the country seat of Edward F. de Lancey.

Peter de Lancey, second son of Etienne de Lancey the Huguenot, prominent in the affairs of the Province, Member of Assembly from Westchester for many years, and High Sheriff was born 26 August, 1705, and died 17 October, 1770; he married Elizabeth daughter of Gov. Cadwallader Colden Jan. 7th 1737-8 and had issue twelve children. 1. Stephen a lawyer, Recorder of Albany, and Clerk of Tryon County; 2. John succeeded his father as Member for Westchester and was also High Sheriff of the County, married Miss Wickham and had an only child a daughter who was the wife of the Hon. Christopher Yates, Chief Justice and Governor of the State of New York. 3. Peter a lawyer of Charleston, S. C. 4. Anne wife of John Coxo of Philadelphia. 5. Alice, wife of Ralph Izard of S. C. Delegate to the Continental Congress from South Carolina, 1780 to 1783, U. S. Commissioner to Tuscany in 1777, and U. S. Senator from S. C. 1789 to 1795. 6. Elizabeth died single; 7. James High Sheriff of Westchester at and for several years preceding the outbreak of the American Revolution, Colonel of the Westchester Light Horse, the alert and famous Partisan Chief of the Neutral Ground in the war of the Revolution, Member of the Council of Nova Scotia, died May 2d, 1804 at his residence Willow Park, near Annapolis, Nova Scotia, aged 58 years; 8. Oliver, of Westfarms, Lieutenant in the British Navy, resigned because he would not fight against his native land in the Revolu-

tion, died at Westchester 4th Sept. 1820; 9. Susanna wife of Col. Thomas Barclay and mother of Henry, de Lancey, Thomas, George, and Sir Anthony Barclay, and Beverly Barclay, and of Eliza wife of Schuyler Livingston, Maria wife of Simon Fraser, and Susan, first wife of the late Peter G. Stuyvesant of New York, and Ann wife of William H. Parsons of that city; 10. Jane wife of her cousin the Hon. John Watts Jr, for a time first Judge of Westchester County, and afterwards Recorder of New York; 11. Warren, drowned by accident, a child; 12. Warren, made a cornet of Horse for his gallantry at the battle of White-plains at the age of 15, he having run away from his mother's house at Westfarms to join the British Army; afterwards of New York, and subsequently of Madison County New York, where he left descendants.

Oliver de Lancey, the youngest of the sons of the Huguenot, and the third of them who left issue, born 16th Sept. 1718, died at Beverly, Yorkshire, England, 27th Nov. 1785, a merchant of New York, but more prominent in Public life, was Colonel of the Forces, and Receiver-General, of the Province of New York for many years; Member of Assembly for the City from 1756 to 1760; Member of the Governor's Council from 1760 to 1783; commander of the Forces of the Province in the French War, and as such present at the Repulse of Ticonderoga; commander of the Department of Long Island during the whole Revolutionary War, for which he raised a brigade of three Regiments called "De Lancey's Battalions" of which he was the Brigadier-General. Married Phila Franks of Philadelphia in 1742, and had issue two sons and four daughters; 1. Stephen, a lawyer born 1748, died 6 Dec. 1798 at Portsmouth N. H., Lt. Col. of one of his Father's Battalions, after the war Chief Justice of the Bahamas, and Governor of Tobago, married Cornelia daughter of Rector Barclay of Trinity church, N. Y., had one son, Sir William Howe de Lancey, K. C. B. Quarter-Master-General of Wellington's Army in 1815, who was killed at Waterloo. The daughters of Gov. Stephen, were, 1. Susan, married 1st Col. Wm. Johnson eldest son of Sir John Johnson, Bart., and 2d General Sir Hudson Lowe, K. C. B. Governor of St. Helena during the captivity of Napoleon the Great. Charlotte her only daughter by Col. Johnson married Count Balmain, the Russian Commissioner at St. Helena; 2. Phila died, single, 3. Anne married Wm. Lawson of the Island of Berbice, 4. Charlotte married Col. Child of the British Army.

2. Oliver De Lancey the second son of Brigadier General Oliver, (often confounded in histories and other writings with his Father) entered the British Regular Army, as Cornet in the 17th Light Dragoons, a youth, several years prior to the American Revolution. He succeeded Andre (being then a Major) in 1780 as Adjutant-General of the British Army in America. In 1794 was made Colonel of his Regiment in succession to the Duke of Newcastle, and Barrack

Master General of the Empire a year or two later. Died unmarried, Colonel of his Regiment and a full General in the British Army in 1820.

The Daughters of Brigadier-General Oliver de Lancey were, 1. Susanna wife of General Sir Wm. Draper, the conqueror of Manilla, and the opponent of "Junius." 2. Phila wife of Stephen Payne-Galwey of the Island of Antigua, 3. Anna wife of Col. John Harris Cruger, the gallant defender of Fort Ninety Six in Carolina, Member of the Council of the Province of New York, and as such certified to the correctness and legality of the final Partition of the Heathcote estate in the Manor of Scarsdale in 1774. 4. Charlotte wife of Field Marshall Sir David Dundas K. C. B. who succeeded the Duke of York as commander-in-chief of the British Army.

All the usual stores and markets, and conveniences of living are to be found in Mamaroneck, and of a class and grade not exceeded by any other village in the County. Divided from the village of Rye Neck only by the Mamaroneck river with a free bridge across it, the latter has drawn off a large portion of the population naturally belonging to Mamaroneck which is the post town for both, and has made practically both places one except in voting. Hence too the different societies of all kinds found in an American town, social, charitable, musical, mechanical, and to some extent religious have their headquarters in Rye Neck and will be found described in the Chapter on Rye.

The village of Mamaroneck until within the last few years has suffered, from and Rye Neck has been benefited by, a singular cause as far as growth is concerned. In 1811 under a special act of the Legislature was incorporated "The Westchester County Manufacturing Society."<sup>1</sup> The Act gave this corporation power to purchase, hold, and convey, lands and tenements, goods, wares, and merchandise whatsoever necessary to the objects of this incorporation." Under this sweeping clause it bought two farms on the Mamaroneck side of the river belonging to Gilbert Budd, a most honorable and respected man, one called the "Hadley" farm of about 62 acres, the other the "Homestead" of about 182 acres, or together 244 acres. This was all the land in the immediate neighbourhood of the mouth of the river on its west side and the village upon which the latter could grow. The company built a large dam and factory. But after a moderate success for a few years it ended in failure, and from that time till 1870 it was followed by a long succession of unsuccessful enterprises of a manufacturing character each in turn succumbing to failure, or forced sale. The consequence was that the title to the property became so involved, embarrassed, and confused, that faith was lost in it. The land became unsaleable, and it remained practically dead to the great detriment of the village in every respect.

About 1870 began a change, and now it is understood that the clouds are entirely dispersed. As soon as this was found to be really the case, village improvement began at once, and is now going on with increasing rapidity.

Mamaroneck was without a newspaper until four years ago, its local wants being supplied by the neighbouring Journals of Rye and Portchester. In May 1882, *The Mamaroneck Register* was established by William E. Peters, met with very fair success and is still in existence under him as Editor and Proprietor. It is a four page paper, of six columns to a page, and is issued every Wednesday. It pursues an independent course in politics. Several years prior to 1882 an attempt was made to publish a paper called the *Investigator* by George M. Forbes. But it met with no success, and after a brief existence, was given up.

About 1856 an attempt to run a steamer called the *Island City*, between Mamaroneck and New York was made, stopping at New Rochelle and City Island, and carrying both passengers and freight. The leading man in the enterprise was the late John Griffin. Her landing place was at the foot of Bleecker now Union Avenue in De Lancey's Neck, Bishop de Lancey who owned the spot having at the request of Mr. Griffin and the other gentlemen obtained a grant permitting the building of a Dock below low water mark at that point, and leased them the privilege at a nominal rent. The enterprise failed, was subsequently renewed by Wm. Taylor with a landing on Harbor Island, but that also failed. The "Mary E. Gordon," freight boat only, was built by Capt. Gedney, the old sloop owner in 1880, and makes trips three times a week. Her owners are Captain Joseph H. Gedney and sons. She is the first boat that has brought freight regularly to the present dock, and is the modern successor of a very long line of "Mamaroneck Sloops." Famous vessels in their day were those Mamaroneck sloops, and their day was a very long one.

Some of them were very fast, and there was a fierce rivalry between the old sloop captains of all the ports on the sound as far as New London. They carried passengers regularly as well as freight, and great was the excitement, and often high the betting, when a new and fast vessel made her first appearance from any of the little ports on the "East River."

The necessity of having a fire department was forced upon the attention of the inhabitants of Mamaroneck by a conflagration which took place in the business part of the village on January 1st, 1884. Soon after a Hook and Ladder Company was formed, known as Union Hook and Ladder Company, No. 1, of Mamaroneck and Rye Neck. Joseph H. McLoughlin, a very active man and the leading plumber of the town, was elected foreman of the company, Andrew Coles, assistant foreman, Lewis R. Bramm, Treasurer, and Charles F. Seaman, Secretary. The apparatus was purchased by public subscription, and

<sup>1</sup> Ch. 17 Laws of 1811.

is lodged in the basement of the town hall. The number of members in 1886 was 25.

On January 4, 1884, application was made to the authorities of the town of Mamaroneck by Henry M. Flagler, Jabez A. Bostwick, Ambrose M. McGregor, James M. Constable, Thomas L. Rnshmore, William G. Read, David Dudley Field, David F. Britt, Joseph Hoffman, M.D., Samuel W. Johnson, Edward F. De Lancey, Charles J. Osborne, William T. Cornell and Leonard Jacob for authority to form and organize the Mamaroneck Water Company and lay pipes through the town streets. The application was granted, the company was formed and soon after began the construction of a water works, and in the spring of 1885 water was introduced through their pipes into houses in the village. The company has a capital of \$25,000. The source from which the water supply is taken is the Mamaroneck River. The site of the old saw mill originally erected by Colonel Heathcote before referred to, was bought, the dam rebuilt in an enlarged form forming a large pond, the waters of which are pumped up into a reservoir on adjacent high ground, about 117 feet above high water mark of the sound. This head is sufficient for all general purposes. The officers of the company are, President, James M. Constable; Treasurer, J. A. Bostwick; Secretary, William T. Cornell.

There are two School Districts in Mamaroneck, Nos. One and Two, well attended and in a good state of efficiency. But they suffer as does the whole school system of the State of New York, from being one of the foot balls of politics, and like all others throughout the State are therefore liable to evil influences. An instance of how oppressive and unjust the School system as now administered is, upon the owners of the real estate of the Commonwealth, is furnished now by our County of Westchester. The writer is informed that the amount apportioned to this County this year, 1886, from the Common School Fund is \$56,000 while the amount assessed upon and collected from its real estate last year for that fund was \$75,000. No remarks are necessary, the fact speaks for itself.

The Town possesses a Town Hall, a large frame edifice on High Street near Mount Pleasant Street, which was bought and altered for its present purpose, from the former Methodist Society of Mamaroneck a few years ago, when that society removed to Rye Neck. It contains a large Public Hall on the main floor, with public offices, a lock-up, and a house fire apparatus beneath it. There is also in it the Library of the Athenæum Society, and the Safes and Cases of the Town Records in charge of the Town Clerk.

Mamaroneck is a post town and one of the oldest in the State, dating as such from the last century. The present postmaster is William A. Boyd, who has held the office and administered for very many years

past to the general satisfaction of the entire community. The salary now is \$1100 per annum.

The New Haven Rail Road runs through the town, but so far north of the village, the harbor and the Necks on each side of it and the Sound, that neither can be seen from the station. The daily trains are numerous and convenient. It is now understood that a new Rail Road will be built in a very short time, which will run near the water and across the upper edge of the harbor, and enter the City of New York over the new Bridge across the Harlem river at Second avenue.

The churches of Mamaroneck are two only, the Episcopal church of St. Thomas, and the Society of Friends. The meeting house of the latter, however, is a few feet across the line of Mamaroneck in the adjoining town of Scarsdale, having been thrown into that town by the town line as fixed by the Act of 1788. The Society itself is it is believed the second oldest meeting in the County of Westchester, the first being that at the town of Westchester which was organized in 1685. The Friends came to Westchester, both the town and the County, from Long Island, those who came to the neighborhood of Mamaroneck, chiefly from Flushing and the country immediately about it. The meeting at Mamaroneck was organized in 1686 and was held at a private house.<sup>1</sup> This house the writer believes was that of Samuel Palmer, afterwards the "Old House" of Peter Jay Munro, before referred to and its position described. They increased so much, that in 1704 an application was made to the Court of General Sessions, Colonel Caleb Heathcote presiding, that Samuel Palmer's house at Mamaroneck be recorded as an authorized place for Quaker worship under the Act of William and Mary. The order was granted and a copy signed by Colonel Heathcote delivered to Samuel Palmer. In 1728 the meeting was made a "Preparative Meeting for Business," that is, for the administration of discipline, &c. On the opposite side of the Westchester Path, and west of Samuel Palmer's house, and at the top of the rising ground ascended by the Path or road was laid out, and still is, the old burying ground of the Palmers, and adjoining it was another plot larger, and still existing and still called the Quaker Burying-Ground. The Boston Road to-day at that point is still the old Westchester Path. Both plots were directly opposite the entrance to Mr. Peter Jay Munro's grounds within which, in 1819, he erected his splendid Country House, now the Hotel at Larchmont, termed the "Manor House." In the centre of the last mentioned plot, some little distance back from the road, was built, probably the first Quaker Meeting House in Mamaroneck. The exact year is uncertain but was probably 1739,<sup>2</sup> in which year Mr.

<sup>1</sup> MS. letter of James Wood, the present President of the Westchester Historical Society, who has made exhaustive researches into the history of the Friends in Westchester County.

<sup>2</sup> Letter of James Wood.

Wood says a meeting house was built there, but he does not know whether it was the first. Mr. William H. Carpenter of the present meeting who at the writer's request made investigations of this point says it was "in 1735 or thereabout."<sup>1</sup> On that spot stood the house, and there the Meeting was held, till 1768. On the 6th of the 2d month,—February—in that year the quarterly meeting at the Purchase directed five Friends to "review" "the place near the centre of said meeting" to which it was proposed to move the Meeting House at Mamaroneck, there being some dissatisfaction.

At the quarterly meeting held at the "oblong" on the 30th of the succeeding 4th month, April, 1768, the committee made the following interesting report:

"The friends that were appointed a Committee to take a review of the place to set the meeting house on made report that they had met the friends belonging to Mamaroneck weekly meeting and taken a review of the places proposed to set the meeting house on for Mamaroneck weekly meeting & are of opinion that a piece of land of Benjamin Palmers near & adjoining Cornells land is the most suitable place for that purpose as being near the centre of said weekly meeting & as Benjamin Palmer offered to give half an acre of land to our Society for that use & purpose & John Cornel half an acre adjoining to it for the same use & also each of them to sell half an acre for three pounds ten shillings apiece therefore this meeting approves of having a meeting house set up & erected on said land of Benjamin Palmer, & appoints Edward Burling & Joseph Griffen to take deeds of Benjamin Palmer & John Cornel for said land, & John Cornel Edward Burling and Joseph Griffen & Benjamin Cornel, or the majority of them are appointed a Committee to sell the meeting house at Mamaroneck with the ground it stands on & the land to the westward of the house adjoining the road the width of the house & give a deed for the same or remove the house to & on the land of Benjamin Palmer aforesaid—if that house should be sold the new house to be near the dimensions of the old meeting house, & to be one story high with a chimney to it, & report to be made by said Committee to next Quarterly Meeting, & said Committee or some of them are to get a subscription made by the weekly meeting of Mamaroneck & bring to next Quarterly Meeting."

The old meeting house was not sold but was taken down and apart and removed to the new location, on the beautiful and commanding hill where it stands to-day. The old plot was not sold but kept as a burying ground. Another plot beside it on the west was sold and is now within the place of Mr. Meyers. This was the lot long known as the Locust lot from its being covered for many years with those trees. At the succeeding meeting in October, Edward Burling reported for the Committee "that the Meeting House

was removed from Mamaroneck and set on said land of Benjamin Palmer, and that the expense of removing the house and setting it up, and completing it will amount to about eighty pounds, including the seven pounds for one acre of land bought of Benjamin Palmer and John Cornell, and that a subscription was made by friends belonging to the weekly meeting of Mamaroneck amounting to Twenty-eight Pounds towards the expense of the said house beside the land given; and requested the quarterly meeting to ask for and from each monthly meeting towards paying the debt. At the succeeding November meeting at Purchase, six pounds, 13 shillings were reported from the Weekly meeting at Westchester "and paid in," and there was also "paid in" a subscription "from Oswego particular meeting" of seventeen shillings and sixpence, and delivered to Edward Burling jr. It is most surprising that in 1768, a gift from Oswego then a mere frontier Indian trading station should have been sent down to the Friends at Mamaroneck! By the 6th of 5th month, June 1769, Benedict Carpenter reported that the debt had been reduced to £18, 10, 05. In due time that was paid off, and the new Meeting house—if it may be called so—was entirely paid for. From that time to the present the meeting has continued. It felt the change growing out of the movement of Eliza Hicks upwards of sixty years since. The two parties quietly separated and another meeting was formed which erected another small Meeting House in the same grounds with the old one, where worship is also maintained.

"In 1883 the meeting house being in an almost hopelessly dilapidated condition a movement was successfully inaugurated to restore it, retaining however the frame of the venerated structure, which resulted in the present exceedingly comfortable and neat house of worship. During the greater portion of its existence the meeting has been large and influential, many of its members have been noted for their prominence in business and social circles and always for their integrity and stability. During very many years latterly there has been no acknowledged minister in connection with the meeting, yet it has continued without it, and from present appearances although its members are not numerous yet it bids fair to hold its own for many years to come a continuing testimony to spiritual worship without priest or choir. It may be of interest to name a few of its adherents now living, viz. Jonathan Carpenter, William Burling, David F. Britt, Samuel J. Barnes, Thos. K. Morrell, Noah Tompkins, John D. Schureman, James Griffen, George Millets and William H. Carpenter who with their families are earnest in the support of the ancient society they are proud to be connected with."<sup>2</sup>

From 1693 to 1784 Mamaroneck was one of the Pre-

<sup>1</sup> Letter of Mr. Carpenter.

<sup>2</sup> Letter of William H. Carpenter to whom and Mr. Berling I am indebted for copies of the Documents used and cited in the above sketch.

cincts of the Parish of Rye, one of the two territorial parishes erected in Westchester County in the former year under the Act establishing parishes of the Church of England within the Counties of New York and Westchester passed March 24, 1693,<sup>1</sup> an act which with several amendments made in later years continued in force till repealed by the Legislature of the State in the year 1784, just about a hundred years. The Establishment of the Church of England within the Province of New York and its Parochial organization in Westchester County will be found fully described in Parts 10, and 11, of the chapter on Manors in this volume.<sup>2</sup> The Inhabitants of the Parish of Rye elected Church wardens and Vestrymen, and paid the charges authorized by law during this whole period. Their duties besides those of seeing to the proper religious Services in the parish churches, were also those in relation to assessments, taking care of the poor, and other duties now performed by town officials. During his residence here Colonel Heathcote was usually chosen a vestryman and often a Warden. The first election under the act of 1693 we know was held pursuant to the summons of Justice Theall under the law at Rye on the 28th February 1694-5. John Lane and John Brondig (Brundige) were elected church Wardens, and Jonathan Hart Joseph Horton Joseph Purdy, Timothy Knapp, Hachaliah Brown, Thomas Merritt, Deliverance Brown, and Isaac Denham, vestrymen.<sup>3</sup> In 1702 is the record of another election, when on the 12<sup>th</sup> of January at a lawful town meeting in the Precinct of Rye Colonel Caleb Heathcote and the Justice Theall (who summoned the meeting of the Inhabitants for the election of 1695) were elected Church Wardens, and Justice Purdy, Justice Mott, Capt. Horton, Deliverance Brown, Hachaliah Brown, George Lane, Sen., Thomas Purdy, Thomas Disbrow, Isaac Denham, and Samuel Lane, were elected vestrymen for the ensuing year.<sup>4</sup>

These elections will be found mentioned in Baird's History of Rye, chapter 24th, from which I have taken the particulars not having had the time to examine the Rye Records personally as was intended.<sup>5</sup> The very able and Reverend Author of that very valuable work was evidently unaware of the legal nature of the origin of the establishment of the church of England in Westchester County, and has given an erroneous view of it in that chapter, as will be seen by comparing it with that which will be found in the chapter on Manors in this work. A view based on the mistaken idea that it was the Act of 1693 which established the church

of England within New York, whereas it was established by the royal authority many years before, New York being a conquered Province. And being the only British American province so conquered from another nation by the English Crown, it was therefore the only one in America in which that Crown, by the law of England, had the power and right to establish the church of England. In 1725 Mamaroneck paid towards the tax to support the Rector of Rye under the act of 1693, £18. Later, in 1767, the amount then, was £19, 2, 6. These sums were the annual ones for those years. The amounts were annually fixed by board of Justices under the law.

So strong was the connection of Mamaroneck with Rye as a part of that Parish, in fact and in feeling, that it continued practically down to the founding of St. Thomas' Church, Mamaroneck. All Mamaroneck people of the Episcopal Church attended at Rye church, and were married and buried, and their children baptized, by the Rectors of Rye. A very few went to the New Rochelle church but the large majority went to Rye. It was simply an example of the power of faith and habit which descended to them from their ancestors.

While a youth in Yale College the late Rt. Rev. William Heathcote de Lancey first began holding Episcopal services in Mamaroneck while on his visits to his home at Heathcote Hill. He entered college in 1813 and graduated in 1817, and these services began in 1814. He met with better success than he anticipated. His Father John Peter De Lancey took great interest in the matter, as did his friend and neighbor Mr. Peter J. Munro, and Mr. and Mrs. Peter Jay, the blind Mr. Jay, of Rye. Finally young Mr. de Lancey was so successful that on April 12th, 1814, under the auspices of his Father and Mr. Peter J. Munro a parish was organized under the old act of 17th March, 1795, to which was given the name of St. Thomas. Mr. John Peter de Lancey and Mr. Peter Jay Munro Church Wardens, and Capt. William Gray, Benjamin Hadden, Henry Gedney, Samuel Deal, Abraham Guion, and Matthias G. Valentine Vestrymen<sup>6</sup> at the first election held on Tuesday in Easter week of that year. The Rev. Mr. Haskell Rector of Rye and several of the clergy of the neighbouring parishes took charge of the services, which were held in the present Town Hall, then a Methodist Church just built, by the courtesy of that Society which had just previously been organized. They were continued with much though not perfect regularity. In 1813 the Legislature passed a new "Act relating to Religious Societies" which changed and made more favorable the method of organizing Episcopal Churches. The parish continued however under the original organization of 1814, till 1817, when by the advice of Mr. Munro, a new organization

<sup>1</sup> 11. Bradford's Laws, 19.

<sup>2</sup> Ante pp. 98 to 108 inclusive.

<sup>3</sup> Town Records of Rye.

<sup>4</sup> Town Records of Rye.

<sup>5</sup> In 1704, Madame Knlight, in her Journal before referred to, says in speaking of the towns of Mamaroneck, Rye, and Horseneck (Greenwich) "that one church of England parson officiated in all these three towns once every Sunday throughout the year."

<sup>6</sup> Certificate recorded in Lib. A. of Religious Societies in West. Co. Reg'r. office p. 59.

was effected under the later law, in order that some of its benefits might be availed of.

The first meeting with this object was held 5 April 1817 and the new incorporation was effected June 9th 1817. The Parish was admitted to union with the Convention on the 1st of October 1817, Dr. Guy Carleton Bayley being its first delegate. The next year 1818 Mr. William H. de Lancey then pursuing his studies in Theology with Bishop Hobart was the lay delegate. The Church Wardens were the same, John Peter de Lancey and Peter Jay Munro. The vestrymen under the new organization were Henry Gedney, Benjamin Hadden, Jacob Mott, Thomas J. de Lancey, Benjamin Crooker, Guy C. Bayley, Monmouth Lyon, Edward F. de Lancey. The Rev. Mr. Haekell, who was Mr. John P. de Lancey's Rector at Rye, and under his influence long afforded a nursing hand to the infant parish, often giving it services both on Sundays and week days. Mr. de Lancey kept up his connection with, and pew in Rye Church to the time of his death in 1828, and



ST. THOMAS' CHURCH, (OLD).

he also had a pew in the church at New Rochelle by way of aiding that parish then needing all the help it could get.

No clergyman was regularly called at first. After Mr. William H. de Lancey was ordained Deacon in 1820 he served temporarily for a few months in Grace church, New York, and subsequently in Trinity church, N. Y. In the spring of 1821, when the latter temporary engagement ended he returned to his father's House at Mamaroneck, until Bishop Hobart could give him a permanent parish. While at Mamaroneck he was called to St. Thomas's, accepted, and served gratuitously, till 1822 when through Bishop Hobart's recommendation he was invited by Bishop White of Pennsylvania, to become his personal assistant in the "three United churches" of Christ church, St. Peter's, and St. James's in Philadelphia of which he was also Rector. This invitation Mr. de Lancey accepted, and in April 1822 took up his residence in that city. He thus became from June 1821

to April 1822, about ten months, the first clergyman regularly in charge of St. Thomas's, Mamaroneck.

In 1823 a frame church with pointed windows and a low tower was erected, and consecrated on the 17th of June in that year by the Rt. Rev. John Henry Hobart, then the Bishop of New York. The expense was mainly borne by Mr. John Peter de Lancey, Mr. Peter Jay Munro, and Mr. Purdy the father of the present Mr. Samuel G. Purdy, of Harrison. The clergy present were the Rev. Lewis P. Bayard and the Rev. Lawson Carter, both warm friends, and the former a relative of Mr. de Lancey and the wife of Mr. Munro. A cut of it is given which shows the edifice as it was originally. It was enlarged some years later, in 1835 by a chancel, and again in 1857—at the chancel end by an addition containing another window on each side, and so remained until removed, and subsequently torn down, on the erection of the present striking and exceedingly handsome stone church, built at their sole expense and presented to the church corporation, by Mr. James M. Constable and his children as a memorial of his wife and their mother the late Mrs. Henrietta Constable, who departed this life February 11<sup>th</sup>, 1884. The Cornerstone was laid December 4<sup>th</sup>, 1884, by the Rt. Rev. Henry C. Potter, Assistant Bishop of New York, and the church was consecrated by the same Prelate June 10<sup>th</sup>, 1886, the Rev. Dr. Swope of Trinity Parish, New York, preaching the sermon. The new church, of which an engraving is given from a drawing expressly made for the purpose by Mr. Bassett Jones its masterly Architect, is a beautiful building, chaste, simple, dignified, and very effective. It is a perfect specimen of an old English Parish Church. The style is the Early English Gothic, with the massiveness often found in the churches of that period. It is built of Belleville brown stone, rusticated, and consists of chancel, nave, tower, and two porches. The entire length is 127 feet, that of the nave alone 70 feet, the chancel, a square one, is 25 deep by 19 feet wide, and the height of the tower is 87 feet. It has a high open timbered roof in the rich yellow pine of the Southern states. The altar and reredos are of Caen stone richly sculptured, the latter showing an exquisitely executed bas-relief of the Last Supper of Leonardo da Vinci. The pulpit is also of Caen stone carved, surmounted by a wide polished brass panelled rail of antique design. The windows are of English stained glass all showing figure subjects finely executed. The font, after a special and beautiful design of the architect, is of the deeply rich tinted Derbyshire Spar, recently discovered in larger masses than ever before known, not far from the City of Chesterfield in Derbyshire in England, all highly polished inside and outside. The pews in number 80 afford 350 sittings and are of oak. The Tower contains a very musical sweet toned chime of 10 bells, and a clock which strikes the quarters and half hours, as well as the hours.



In the same enclosure with the church, and a short distance from it stand the Rectory and parish buildings in the same style of architecture but built of brick with brown stone casings, and slate roofs. They are happily of irregular shape and combined so under a series of varying angles and roofs, that they present to the eye but a single very picturesque edifice. The whole together, though the general effect is impaired by being in the business and not very attractive part of the village, an evil that has been partially remedied by the liberal purchase and removal of adjoining buildings, and throwing their area into fair gardens, form one of the most thorough, complete, beautiful and churchly group of Parish edifices, with appropriate surroundings in this county, and are a noble monument to the Wife and Mother in whose memory they have been erected.



ST. THOMAS' CHURCH, (NEW).

At Larchmont a handsome frame chapel was erected four years ago by the Trustees of the Larchmont Land Company for general services. Afterward it was organized as a chapel of ease of St. Thomas's Church Mamaroneck under the ministration and direction as to its services of the Rector of that church for the time being. It and the Sunday school attached to it is only open during the summer season. Usually an arrangement is made with the assent of the Rector of St. Thomas with some clergyman temporarily for the services at the chapel during the season. The Trustees in 1886 are Marcus P. Woodruff and David Jardine.

A Methodist Society was organized and a frame church built in Mamaroneck, on High Street in 1813. It there continued with a small congregation till about the year 1850, when it was removed to Rye Neck and a large and handsome frame church edifice was there erected about a third of a mile from the Mamaroneck River Bridge and nearly at the junction of the old Westchester Path with the road running east from that Bridge, an account of which falls ap-

propriately in the chapter on Rye. The late Mr. James M. Fuller organized a Methodist Sunday-school and erected a building for its use in 1878 on Weaver street mainly at his own expense, which he superintended himself until his lamented death in June 1885, when Mr. William H. Stiles succeeded him assisted by Mr. Bradford Rhodes. The object is to afford Sunday-school instruction to children in the neighbourhood, which is distant from the villages of Mamaroneck and Rye Neck. All the gentlemen connected with it are Methodists but it is understood that it is not conducted under the auspices of any denomination in particular.

The Incidents of the Revolution which occurred in Mamaroneck are not many. Its inhabitants as well as the great majority of the People of the County were a perfectly satisfied, quiet, community, satisfied with their surrounding, and their lot. They had a market within a day's journey or a day's sail for all that they could raise beyond their own wants. Their taxes were light and they managed their local concerns for themselves under the easy laws of the Province. They felt no pressure of any kind or from any quarter. Even in the politics of the day there was no high party feeling, still less any undue excitements. They were a happy, contented people perfectly satisfied to be let alone.

When the movements of politicians of New York and other places against the English Ministry began, which resulted, contrary to the wishes of those who first started these movements, in the Declaration of Independence, the people of Westchester as a mass were not in favor of them. Neither were some of those who gave a final assent to them. Hence it was that notwithstanding that Westchester eventually became the Neutral Ground, the people who dwelt in it were more in favor of the old state of things than in the proposed new one. It was natural. It is so in all countries under all systems. Those who excite revolutionary movements to overthrow old governments, are always a minority, and usually a very great minority, of the inhabitants of the Country the institutions of which are changed by violence or war. Hence it was that in 1774 the people of Mamaroneck opposed the action of the Committee of Correspondence, set forth in their circular of 29 July 1774 as also did those of Rye.<sup>1</sup>

When it was known that Gage's Army in Boston was getting short of provisions late in 1775, a sort of killing bee was held at William Sutton's house at de Lancey's Neck, the neighboring farmers drove cattle there and a certain day killed and dressed, and afterward salted down and barrelled as soon as it could be done, beeves enough to load a sloop as a contribution to the besieged troops at Boston. She was loaded at Indian point, near the present home of Mr. James J. Burnet, and sent off on her voyage. But she never got

<sup>1</sup> See Proceedings of Mamaroneck, &c., in I. Force's Archives.



to Boston. Through some carelessness in running out with a smart breeze, she ran a little too near the end of a reef in rounding the Scotch Caps, struck a pointed rock, and sank beyond it with all on board. The crew was saved but the beef in the hold was all lost. It is not related that any second attempt was ever made.

The most important Revolutionary incident, was the night battle on Heathcote Hill and the high ridge above it, between the Delaware Regiment, and parts of First and Third Virginia Regiments of Washington's army, under Colonel Haslet and Major Green, and Roberts's Rangers of Howe's Army under Major Rogers, resulting in the repulse of the former with severe loss to the latter who retained their position. On October 21st, 1776, Rogers's Corps of about 400 or 450 men which formed the extreme end of the right wing of Howe's Army, then moving up from Pelham Neck, reached Mamaroneck and encamped upon the high flat of Heathcote Hill, under the lee of the ridge above it for protection from the Northwest winds, which at that season had grown cold. No enemy was beyond them and this position was therefore chosen. Rogers himself made his headquarters in a small house which then stood directly on the north side of the old Westchester Path or road, right opposite the gate of the lane which ran down de Lancey's Neck to Sutton's House, which stood within the present Miller premises now owned by Mr. J. A. Bostwick. On the 22d of October Washington rode up to White Plains in advance of his army, who had then reached Valentine's Hill. Learning there of Rogers's advance and position, he at once sent orders to Colonel Haslet to take his Delaware regiment of 600 strong, and 150 men of the First and Third Virginia under Major Green, and surprise and cut him off.<sup>1</sup> The Virginians were to lead the attack and the Delaware troops to support them. Rogers had been a scout of Sir William Johnson's with Israel Putnam, in the French War, was a man of fair education, not much principle, but extremely bold, courageous, and wary. Knowing the American Army was below his position and to the southwest of it, he extended his pickets more than a third of a mile the second night beyond where they were on the first night and doubled their numbers, and then went to his own headquarters. Haslett marched all night and reached the neighborhood before day. His guides not aware of the change in Rogers's pickets led the Virginians directly upon them in the dark, which threw them into confusion. At once all hopes of a surprise vanished. The uproar roused Rogers's camp, the men rushed to the top of the ridge overlooking it and before they could form, their own pickets and the Virginians mixed together came rushing in upon them. It was pitch dark, and the fighting went on in the utmost confusion, the Delawares, Virginians and

Rangers being all mixed together each man fighting for himself. Right in the midst of it rushed Rogers. Roused by the noise, he flew up to the fight not knowing how it was going, but roaring out with presence of mind, in stentorian tones, "They are running," "they are running," "give it to 'em boys, damn 'em, give it to 'em." Rensured by his voice and words the Rangers, actually on the point of fleeing, rallied, redoubled their efforts, and the American forces fell back taking many prisoners with them, and the Rangers remained in possession of the ground. The surprise was a failure, the action really a drawn one though the Rangers retained the field, Rogers's wariness and presence of mind being all that saved them from defeat and capture. Such is the account that has come down from men living in Mamaroneck at the time. Col. Tench Tilghman, Washington's aid, writing the afternoon after the fight to Wm. Duer says "They attacked Rogers at daybreak, put the party to flight, brought in thirty-six prisoners, sixty arms, and a good many blankets; and had not the guides undertook to alter the first disposition, Major Rogers, and his party of about 400, would in all probability have fallen into our hands. We don't know how many we killed, but an officer says he counted twenty-five in one orchard. We had twelve wounded, among them Major Green and Captain Pope."<sup>2</sup> The fact is the number killed on each side is not certainly known. All of both sides were buried just over the top of the ridge almost directly north of the Heathcote Hill house, in the angle formed by the present farm lane and the east fence of the field next to the ridge. There their graves lie together friend and foe but all Americans.<sup>3</sup> The late Stephen Hall, (father of the late Abram, Isaac, and Thomas, Hall) a boy of 17 or 18 at the time, said that they were buried the morning after the fight and that he saw nine laid in one large grave.<sup>4</sup> Such was the skirmish on Heathcote Hill, the only "engagement" about Mamaroneck during the Revolutionary War. There was another on the back part of the Manor of Scarsdale at the Fox Meadows, immediately before the battle of White plains, but that does not fairly belong to this chapter.

The writer, knowing that Mamaroneck did her full duty in the late civil war, tried some years ago to get at Albany the returns of enlistments and names of the men, but failed, the supervisor never having filed them.

The following is an account of the descendants of John Richbell, who left only daughters, and of the Mott family of whom one of them was the ancestress. The writer is indebted for it to Mr. Thomas C. Cornell, of Yonkers:

John Richbell, the first patentee of Mamaroneck

<sup>2</sup> III. Force, Fifth Series 57, 6.

<sup>3</sup> My father told me when he was a boy their green graves were distinctly visible.

<sup>4</sup> Abraham Hall told the writer this fact many years ago.

leaving no sons, his name has not been perpetuated in his children, but some of the descendants of his daughter have been well known in Mamaroneck, and in Westchester County, and in the State and Nation, and should be mentioned here. John and Ann Richbell left three daughters. 1<sup>st</sup>. Elizabeth, the eldest who became the second wife of Adam Mott of Hempstead, about the time that her father removed from Oysterbay,—where he had been Adam Mott's neighbour,—to make his final settlement at Mamaroneck. —2<sup>d</sup> Mary, who in 1670 married Captain James Mott, second son of Adam Mott of Hempstead by his first wife Jane Hulett. Captain James Mott was long prominent in Mamaroneck, was Justice of the Peace and Supervisor, and left two children James and Mary. —3<sup>d</sup>. The youngest daughter of John Richbell, named Anne after her mother, married John Emerson of White River, Talbot County, Maryland.

Elizabeth (Richbell) Mott, gave to her eldest son her father's name and called him Richbell Mott and his grandmother Ann Richbell made him one of her executors and three of the grandsons of this Richbell Mott bore the same name. Richbell Mott was a man of Character and Substance, and in 1696 married Elizabeth Thorne. He possessed considerable land in Hempstead and made his home on Mad Nan's Neck (Little Neck). His grandson Richbell Mott son of his eldest son Edmond,—born in Hempstead in 1728 married in 1749 Deborah Doughty, and died in 1758 leaving two daughters Margaret and Phebe. This Margaret Mott married in 1772 the Hon. Melancthon Smith of New York one of the most prominent men of the State during and after the Revolution in the policy opposed to that of Alexander Hamilton. Richbell Mott Smith, one of the sons of Hon. Melancthon and Margaret (Mott) Smith died on the coast of Japan in 1800. Another son was Colonel Melancthon Smith, the father of Admiral Melancthon Smith U. S. N. on the retired list who distinguished himself so highly during the late Civil war especially at the capture of New Orleans, and who is now living in an honored old age, at South Oysterbay L. I.

Dr. Valentine Mott, the celebrated Surgeon of New York was descended from Elizabeth (Richbell) Mott's younger son William Mott of Great Neck,—L. I.

James Mott of Premium Point, long a well known resident of the Mamaroneck of a hundred years ago, was the only child of the first Richbell Mott's youngest son Richard, and Sarah (Pearsall) Mott, and was born in Hempstead at "the Head of the Harbor"—now Roslyn in 1742. He married in 1765 his second cousin Mary Underhill, daughter of Samuel and Ann (Carpenter) Underhill of Oysterbay. Samuel Underhill a cousin of the Underhills of Westchester County, was a great grandson of the celebrated Capt. John Underhill who died in Oysterbay in 1671, and Ann Carpenter's mother Mary Willet, wife of Joseph Carpenter of Glencove was a grand daughter on her father's side of Capt. Thomas Willet the first English

Mayor of New York, and on her mother's side of Wm. Coddington the first Governor of Rhode Island. The Underhills and the Coddingtons and the Willets and the Motts had become Quakers. James Mott, after a few years as a successful merchant in New York retired just before the Revolution, with a moderate competence, at the early age of thirty-three and settled in Mamaroneck, on the "West Neck" of his Grandfather's grandfather, John Richbell, on the peninsula nearly in front of the Village of New Rochelle. His wife was then in failing health and he sought a quiet home, remote from the threatenings of war which pervaded the City. But the war soon came, and in place of quiet, he found himself with wife and children between the lines of hostile armies and exposed to depredations from outlaws on both sides. His wife died early in the Revolution.

The ancient handsome two story farm house, occupied by James Mott, with its double-pitched roof, still stands in good repair, fronting to the South, on its own private lane, half a mile east of the Boston road, surrounded by trees and with its own farm buildings and cultivated fields, and in recent years has been occupied by the Pryor family. But the ancient tide Mill which stood near the house on the land locked bay which made the Mill Pond, and which James Mott continued to operate after the Revolution, was replaced about the end of the last century by a large new Mill, and a new dam about half a mile lower down the bay near its mouth.—James Mott's three sons Richard Robert and Samuel had grown to manhood, and they fitted up the new Mill with twelve runs of Mill Stones, and all the improvements then known and gave it the name of the Premium Mill, and it was operated with much success and exported flour to Europe while England and France were at war, with large profit. Soon after the Premium Mill was built Richard Mott, the eldest son withdrew from the milling business, and commenced cotton spinning in a small Mill still standing dismantled, near his pleasant dwelling house, to which he gave the name of Hickory Grove, a little west of where the N. Y. and N. H. Rail Road now runs near Mamaroneck,—and "Mott's Spool Cotton," had a good reputation for many years. Richard Mott became a Quaker Minister of considerable reputation. He was a man of fine presence and a graceful and pleasing speaker. He died in Mamaroneck in 1857, in his 90th year.

James and Mary (Underhill) Mott had four children, born in New York but brought up in Mamaroneck. Their eldest son Richard just mentioned was born in 1767. Their only daughter Anne born 1768 married at Mamaroneck in 1785, while still wanting three months of her seventeenth birthday, her father's cousin Adam Mott of Hempstead, in whose veins ran the blood of the best Quaker families of that first settlement of the Quakers in America. The young Adam Mott, the third in descent of the first Adam Mott

of Hempstead, and the fourth from John Richbell,—brought his young bride to the old Mott homestead, on the shore of the Sound near Hempstead Harbor, on land which had been granted to his great Uncle Richbell Mott in 1708 and which Richbell Mott sold to his brother Adam Mott in 1715. The young Adam between 1785 and 1790 built a new Mill at Cow bay—(now Port Washington,) and prospered there for more than fifteen years, and when his wife's brother Richard retired from the Premium Mill, the remaining brothers Robert and Samuel induced their brother-in-law Adam Mott of Hempstead to leave his prosperous Mill at Cow bay and join them in the Premium Mill, and he removed to Mamaroneck in 1803 and settled in a house afterwards the property of Peter Jay Monroe, and called the "Mott House," on a pleasant farm adjoining what is now known as Larchmont. The oldest son of Adam and Anne Mott, born in the ancient Mott homestead near the mouth of Hempstead Harbour in 1788 and named after his grandfather James Mott, went to Philadelphia and there married in 1811 Lucretia Coffin, who afterwards as Lucretia Mott of Philadelphia became eminent as a Quaker preacher and eloquent advocate of many reforms. In 1814 James and Lucretia Mott spent some months at Mamaroneck on the invitation of their Uncle Richard Mott to join him in Cotton Spinning, and if the project had been carried out as first proposed, the eloquent Quaker Preacher would have been known as Lucretia Mott of Mamaroneck, instead of Lucretia Mott of Philadelphia. But she was then only 21 years old, and did not so much as imagine that she could speak in public, and the spinning project not coming to satisfactory terms they returned to Philadelphia. Adam and Anne Mott's youngest son Richard, born at Premium Point in 1804, now for many years the Hon. Richard Mott of Toledo Ohio still survives in a vigorous old age of 82, one of the best known men in Northern Ohio.

When the laws of the first Napoleon dragged the United States into controversies with France and England which culminated in the war of 1812, American Commerce was crippled or ruined and the Premium Mill at length went under a cloud. One entire Ship's cargo from the Mill was confiscated in France on a charge of violating a paper blockade, and no restitution ever made.

James Mott made Premium Point his home until 1816 and died in New York in 1823 in his eighty-first year. He was a man of culture and high character, unusually handsome in person, tall, erect, and of much grace and dignity of manner and stood high in general esteem. In dress and habits he was always a strict Quaker of the old days, and active in the interests of his religious society travelling much in their service in the States of New York, Pennsylvania and New England. He gave freely for many years, in time and means, and in the use of his pen in the advancement of Education, and the suppression of intemperance,

and would allow nothing produced by Slave labor to be used in his house, and as far as possible limited his household to American Manufactures. Robert Mott, the second son of James Mott of Premium Point died in New York in 1805 and his youngest son Samuel died there in 1843.

The Premium Mill continued to be operated with varying success for many years and after James Mott and his sons, passed through other hands and in 1843 was purchased by Henry Partridge Kellogg then of Poughkeepsie in whose family it remained for nearly forty years. The Mill itself venerable with age was finally removed within the last three or four years, and near its site now stand several handsome modern Cottages or Villas.

#### *The Three Great Patents of Central Westchester.*

Very closely connected with Mamaroneck and Scarsdale as parts of the Manor of Scarsdale, was that part of the County lying between that Manor and Harrison's Purchase on the south, the Manor of Cortlandt on the north, the Colony of Connecticut on the east, and the Manor of Philipsburgh on the west. This immense area containing 70,000 acres of land, was bought from the natives by Colonel Heathcote for himself and associates and granted to him and them in three extremely large Patents, called from their relative situations the West, the Middle, and the East Patents.

In the purchase of the Indian title to these lands, and in the Patents for them express provision was made that the rights of Heathcote under the Richbell patents and deeds, should not be interfered with. Hence their long connexion with his lands now comprised in the towns of Scarsdale and Mamaroneck. These "Great Patents," as they were styled were bounded in part by Scarsdale Manor and are so intimately connected with its history, that some mention must be briefly made of them and their origin. By its terms the Manor-Grant, of Scarsdale embraced White Plains, a part of Northcastle, part of Bedford, and part of Harrison's Purchase, but it expressly provided as to White Plains that it should give its Lord no other title than that he already possessed by virtue of his purchase of the right title and estate of Mrs. Ann Richbell in the Estate of her husband John Richbell the original grantee from the Indians and from both the Dutch Government and the English Government. These Great Patents were not Manors, though two of them were larger than either of the Manors of Pelham, Morrisania or Fordham. They were simply Patents for great tracts of land issued according to law to three bodies of grantees as individuals, who each possessed an undivided share, bodies which in modern parlance would be called "syndicates." They were based upon a license to Colonel Heathcote to purchase vacant and unappropriated land in Westchester county and extinguish the title of the Native

granted by Governor Fletcher on the 12th of October, 1696.

He was the most prominent of the gentlemen who formed the bodies above mentioned and who became the Owners and Patentees of these three Patents. The first purchase made by Colonel Heathcote in the region mentioned, was from Pathunck, Wampus, Cohawney, and five other Indians, who on the 19th of October, 1696, executed to him a deed conveying "for and in consideration £100 good and lawful money of New York," "all that tract of land situate lying and being in the County of Westchester in the Province of New York in America, bounded north by Scroton's<sup>1</sup> River, easterly by Byram River and Bedford line, southerly by the land of John Harrison and his associates, and the line stretching to Byram river aforesaid, and westerly to the land of Frederick Philipse."<sup>2</sup>

This covered all the present town of New castle and most of North castle as it now exists, and other lands south and east of the latter. It is hence sometimes called "North castle Indian Deed," or from one of the Indians "Wampus's Land Deed." Colonel Heathcote made most of the purchases of the Indians of Northern and Central Westchester then inhabiting it, in accordance with the customary rule in such matters which has been before explained. That for the lands between the Mehanas<sup>3</sup> and Byram Rivers, he delegated his powers to others to obtain, by this license dated at Mamaroneck the 4th of July 1701, "I underwritten do give free liberty, so far as it lies in my power (by virtue of a grant to me from Colonel Benjamin Fletcher, late Governor of New York) unto Robert Lockhard, Richard Scofield, Nathaniel Selleck, and Gershom Lockwood, to purchase of the Indian proprietors the lands hereafter mentioned from Mehanas river to Byram River, and so run northward three miles into ye woods upon Byram River, and one mile into ye Woods on the Mehanas River, provided it does not injure the right of Bedford or Greenwich, nor is within my patent right from Mrs. Ann Richbell. Witness my hand.

Caleb Heathcote.

Mamaroneck, July 4th, 1701.

The same day the following Indians "in consideration of a certain sum of good & lawful money" executed a deed for the land to the above named four persons and Coll. Heathcote, Capt. James Mott, Jonathan Lockhard, Gershom Lockhard's son, and Henry Disbrow, the same persons mentioned in Heathcote's license, thus describing it, "to begin at Byram river at y<sup>e</sup> Collony Line & so to run to Mehanas river as said line goes running northerly on Mehanas river as y<sup>e</sup> river goes a mile into y<sup>e</sup> woods, & from the Collony Line on Byram river three miles northerly as the river

runs into the Woods, & from the head of said line to y<sup>e</sup> head of the other line afore mentioned."

The witnesses were  
Benjamin Disbrow  
Benjamin Collier, with  
Uraticus and  
six other Indians

Seringo  
Raresquash +  
Washpakin  
Ranchomo +  
Packanaim +

On the same fourth of July, 1701, when there seems to have been a meeting of all the parties in interest, Indians and whites, at Mamaroneck, to consummate several Indian purchases, Seringo, and three other Indians executed the following deed to Joseph Horton for a very large tract indeed. It is printed verbatim from the original in John Horton's hand writing in the writer's possession :

"The: 4: of July—1701

"Biet<sup>4</sup> known to all home it may consarn That I Saringo hafe This day Sold unto Joseph Horton saner (senior) A sarten Track or parsal of Land Setuaten and Lyen within the profence (province) of Nu Yorcek which land beginen at the purch[ase] lastly purch<sup>ed</sup> by Cornal Hacco<sup>5</sup> John Horton Cap<sup>6</sup> Thall Joseph<sup>7</sup> Purdy and all the Land from biram reuer<sup>8</sup> wasward unpurch<sup>ed</sup> and so to run upward to brunkes reuer,<sup>9</sup> and I Saringo do oblidge myself my ars<sup>10</sup> or assina to marcket<sup>11</sup> oute by Mark Treese as may aper her agan<sup>12</sup> and This To be marked oute The Sext: or Saventh Day of This entant<sup>13</sup> munth and for the Tru Burformance I haf Sat my hand and Sale Sineded Saled and Dleaved In prants of us This been in order To a furdur confmashon.

John Horton  
(illegible) Hatfield  
Hannah park  
his  
John + Cake  
mark

Saringo +  
and three other  
Indians (names  
illegible).

his  
Robard + Smeth  
mark

Endorsed upon the deed is this statement of the consideration by Horton,

I Joseph Horton oblige myself To pay one Sarengo

<sup>4</sup> Ancient copy of the original deed with Heathcote's license appended, in the writer's possession. Also recorded in West. Co. Records Lib. C. 96.

<sup>5</sup> Be it.

<sup>6</sup> Colonel Heathcote.

<sup>7</sup> Capt. Theall.

<sup>8</sup> Byram River westward unpurchased.

<sup>9</sup> Bronx River.

<sup>10</sup> Heirs.

<sup>11</sup> Mark it.

<sup>12</sup> Appear here again.

<sup>13</sup> Instant.

<sup>1</sup> New Croton River.

<sup>2</sup> Lib. I. 52, of Deeds, Sec. of State's off<sup>e</sup>, Albany.

<sup>3</sup> Now spelled "Manus."

he performen his part accorded to bagen<sup>1</sup> as may apen connsarnend Land which he Is or (illegible) to performe

The a buy named horton Is obliged To Pay Sringo and the ras<sup>2</sup> of his (illegible) as folas<sup>3</sup>

- 1 barel of Sidar
- 6 Shurts
- 5 galans of rum
- 1 Cot
- 1 shepe

And this to be payd at or before The first day of Jnery<sup>4</sup> nex in (three small words illegible) The day mansheshened<sup>5</sup> July: 4: 17001<sup>6</sup>

- 1 hors: 1 Sadal: 1 bridal
- 2 cots
- 1 caf
- 2 shurds<sup>7</sup>
- 1 anchor of rum<sup>8</sup>

This deed included all the land that had not before been purchased, from Byram River northwestward to the Bronx River. In the month of June preceding, on the eleventh, twenty-three days prior to the execution of the above deed, Sringo and two other Indians "in consideratione of a certain sum of money" deeded to Colonel Heathcote, Capt. Joseph Theal, Lieut. John Horton,<sup>9</sup> and Mr Joseph Purdy of Mamaroneck a tract "bounded as followeth,—Southerly by Byram River, Northerly to the Northwest corner of a great swamp commonly called the Round Swamp, thence a southwesterly line to Rye, great Pond, and bounded by the said pond westerly, and so runs to Harrisons great marked tree."

On the 5th of July 1701, the same Sringo and the other Indians deeded to Heathcote, Theal, Joseph Horton, and Purdy a tract bounded "southerly by the Colony Line, easterly by Mehanas River, northerly by Bedford line and marked trees to Mehanas River, and southerly as said river goes against the stream to the head thereof."<sup>10</sup>

On the 27th of March 1702 a deed for lands north of Cross River above Bedford village was executed to Colonel Heathcote by Katonah the Sagamore of all that region, which as it is not recorded is here given from the original in the hand writing of the

noted Zachariah Roberts<sup>11</sup> of Bedford, in the writer's possession:

*Katonah's Deed to Col. Caleb Heathcote.*

"This Bill of Seall bearing date in the year one thousand seven hundred and two: testifiyeth that we Katonah, Wackamane and Wewanapeag proprietors of the sd land afternamed lying above Bedford and bounded Southward by Cross Riuer, eastward by Marked trees, westward by Cortlandt's land & Northwards petticus Small Riuer, which sd track of land is estimasion is five miles long and three miles wide: this above sd. upland & meadow land we Katonah Wackamane and Wewanapeag, we for ourselves and from our ayrs and all other indians whatsumeuer do sell, alienate, assigne, & set over this abousd land lying in the County of Westchester & in ye provence of New Yorck unto Cornall Caleb Hethcut of Mamaranuck and Captain petter<sup>12</sup> Mathews of new Yorck, Joseph purdy of Ry and Richard Scoffeld of Stanford, or any other concerned in the above said purchases. We the above sd indians trew proprietors of ye above sd land as the bounds are named we have sold & dee set over from us our ayrs executors administrators, or assigns for euer unto the above named Caleb Hethcut, petter Mathews, Joseph Purdy, Richard Scoffeld to them their ayrs executors administrators and assigns for euer with all the rights titles privileges & apurtenances thereunto belonging promising to them & theys that they shall enjoye the same peesably without let or molestation from us or ours or any other indians laying any claime thereunto for euer, and we doe acknowledg that we have recieued full satisfacktion for the above said track of land as witness our hands and sealls this 27 day of March 1702.

Signed Sealled and delivered	Katonah	+
in Bedford in the pres	Wackamane	+
ance of us	Wewanapeag	+

Zechariah Roberts  
John Dibell  
John Miller  
Chickheag +  
Caconico +  
Arottom +  
Mangoekem +

*Account of good*

to one 6 guns	to 12 par socksins
to anker of rum	to 12 citels <sup>13</sup>
to 20 bars of lead	to 6 iron citels
to 12 drain <sup>14</sup> knifs	to cotun cloth

<sup>1</sup> According to bargain.

<sup>2</sup> Rest.

<sup>3</sup> Follows.

<sup>4</sup> January.

<sup>5</sup> Mentioned.

<sup>6</sup> So in the original.

<sup>7</sup> Shirts.

<sup>8</sup> This extraordinary deed is written on the reverse side of a private letter to Joseph Horton from one Samuel Ufford, dated "Stratford the 14th day of May," but no year; it is not recorded.

<sup>9</sup> The draughtsman of the last Indian deed.

<sup>10</sup> Rec. in "Albany Records," l. p. 94.

<sup>11</sup> Roberts was the leading man of Bedford, noted for his bitter hostility to the Church of England, and his intense desire to profit by all the public employments he could obtain.

<sup>12</sup> Peter.

<sup>13</sup> Sickles.

<sup>14</sup> Drawing-knives.

to 20 knifs	to dufls <sup>1</sup>
to 12 hos <sup>2</sup>	to blankits
to 12 swords	to 10 barrels of sider <sup>3</sup>
to 12 axle <sup>4</sup>	

One of the persons prominently engaged with Colonel Heathcote in obtaining the several Indian deeds above set forth for the lands between Harrison and the Croton River was Joseph Horton of Rye the grantee in the above deed of the 4th of July 1701 for all the unpurchased land between Byram river and the Bronx. The following instrument shows the nature of the agreement between them and incidentally Heathcote's precise view of his own bounds and what belonged to him under his Richbell conveyances in the territory covered by the foregoing Indian deeds and the three great patents subsequently based upon them.

*Agreement of Joseph Horton with Colonel Heathcote.*

Whereas by virtue of a License from Coll. Benj<sup>n</sup> fletcher late Governor of this Province unto Coll. Caleb Heathcote empowering him to buy any lands from the Indian Proprietors betwixt Scroton's River<sup>4</sup> and the north end of Harrison's Patent, the said Heathcote and Joseph Horton have [bought] & are about to buy of the Indian Proprietors considerable tracts & parcells of Land; Now know all men by these presents that It is mutually agreed & concluded betwixt the said Caleb Heathcote & Joseph Horton that such parts of any tract or parcells of land bought by them of the indian Proprietors as falls within said Heathcote's lines by virtue of his deeds from Mrs. Ann Richbell late deceased, the bounds whereof run with Mamaronock River to the head thereof thence in a north line twenty miles into the woods from Westchester Path, now all such lands as fall within the lines of those deeds as before mentioned shall be and remain to the said Caleb Heathcote his Heirs & assigns forever notwithstanding any deed or bill of sale in Partnership betwixt said Heathcote & Horton to them from the indians, the said Heathcote paying and bearing the full charge of the purchase of all such land as falls within his lines aforesaid, & the said Heathcote not claiming a greater breadth through said purchase that is, or shall hereafter be made by him & said Horton, than he has at Westchester Path, which is from Mamaronock River to Pipin's brook adjoyning the great Neck. In witness whereof the said Joseph Horton hath here unto sett his hand & seal this flfourteenth of July in the year of our Lord one thousand seven hundred & one.

Signed Sealed & Delivered in presence of  
Benjamin Collier

Anne Millington

Joseph Horton (L.S.)<sup>5</sup>

Out of the lands the Indian title to which was extinguished by the various Indian deeds above set forth were formed the three Great Patents that have been mentioned, the West Patent dated 14<sup>th</sup> February 1701 to ten Patentees, the Middle Patent dated 17<sup>th</sup> February 1701 to 13 Patentees, and the East Patent dated 2<sup>d</sup> March 1701 to 11 Patentees. Ten of these Patentees were the same in all three Patents. They were the ten persons to whom the West Patent, the earliest of the three, was issued, and their names were Robert Walters, Leigh Attwood, Cornelius De Peyster, Caleb Heathcote, Matthew Clarkson, John Chollwell, Richard Slater, Robert Lurting, Barne Cosens, Lancaster Symes, all well known as prominent men of the City and Province of New York. In the Middle Patent in addition to the above ten, Joseph Theale, John Horton, and Joseph Purdy, all of Rye, appear as Patentees. In the East Patent besides the above ten Peter Mathews of Bedford appears as a Patentee. Several of these Patentees held their shares not for themselves but in trust for friends and some of them sold their shares to other persons.

Immediately after the Patents were issued, all the different Patentees named in each executed joint covenants under seal, that no survivorship should take place among them, and that each should be divided into as many distinct parts as there were Patentees. The covenant for the West Patent was dated February 18<sup>th</sup> 1702, those for the Middle and East Patents were both dated the same day, the 25<sup>th</sup> of June 1702.<sup>6</sup>

The following statement showing in the three Patents, the changes of the Patentees names, the Quit-rents payable for each, the number of acres of improvable land in each, and their respective boundaries, is from the original in the writer's possession. It is undated, but was evidently made out in Colonel Heathcote's lifetime, and probably about 1715 or 1716.

*The West Patent.*

"Patent: 14 Feb: 1701

5000 Acres Improvable Land

£6, 5, 0, Quit-Rent

10 Shares.

Patentees Names

In trust for or sold to,

R. Walter

Schellenx & Lyon

L. Atwood

Clarksons

C. Depeyster

C. Heathcote

M. Clarkson

Jno. Chollwell

— Quinby

R. Slater

T. Weaver

R. Lurting

C. Heathcote

Barne Cosens

Peter Fanconnier

<sup>1</sup> A coarse and thick, but soft woolen cloth made in Holland.

<sup>2</sup> Hose.

<sup>3</sup> This was a very good price for that day.

<sup>4</sup> Now Croton River.

<sup>5</sup> Original deed in Colo. Heathcote's handwriting in possession of the writer. It is not recorded.

<sup>6</sup> From ancient copies of these covenants in the writer's possession.

Bounded  
Northerly,  
By Croton River and the Mannor of Cortlandt, or one of them.

Easterly,  
With Bedford Line of Three Miles Square, the White Fields, and Byram Point.

Southerly,  
By the land of John Harrison &c, Rye Line stretching to Biram River and the White Plains,

Westerly,  
By Brunk's River and the Mannor of Philipsburgh, Excepting out of y<sup>e</sup> Bounds aforesaid all y<sup>e</sup> Lands within Richbell's Patent, now in y<sup>e</sup> Tenour & occupation of Coll. Caleb Heathcote.

*The Middle Patent.*

"Patent: 17 February, 1701  
1500 Acres Improvable Land  
£1, 17, 6 Quit Rent  
13 Shares

Patentees Names	In Trust for or Sold to
C. Heathcote	
Jo. Theale	
J. Horton	
J. Purdy	
R. Walter	Schellinx & Lyon
Leigh Atwood	Clarksons
M. Clarkson	
Lan. Symes	
C. De Peyster	Y <sup>e</sup> Heirs Coll. Depeyster
R. Slater	Tho. Weaver
John Chollwell	— Quinby
Barne Cosens	P. Fanconnier
Robert Lurting	C. Heathcote

Bounded  
Southerly,  
by the Division Line between y<sup>e</sup> Colony of Connecticut and the Province of New York parallell to the Sound.

Easterly,  
By Mahanas River.  
Northerly,  
by Bedford Line and Mark' Trees runing westerly to Mahanas River.

Westerly,  
again and as the said River goes against the stream to the head thereof, then along the Easterly branch of Biram River to the said Colony Line again where the same began.

*The East Patent*

"Patent: 2 March 1701  
6200 Acres Improvable Land  
£7, 16, 0, Quit-Rent  
11 Shares.

Patentees Names	In Trust for or sold to
Ro. Walter	Schellinx & Lyon
Jno. Chollwell	— Quinby
L. Atwood	Clarksons
C. De Peyster	
R. Slater	T. Weaver
Barne Cosens	P. Fanconnier
M. Clarkson	
Lan. Symes	
Rob. Lurting	C. Heathcote
Peter Mathews	
Caleb Heathcote	

Bounded  
South  
by the Division Line between N. Y. and said Colony of Connecticut, and so along said Line until it meets with the Patent of Adolph Philipse, and so along his southern bounds till it meets with the Mannor of Cortlandt and from thence by a Line that shall run upon a direct course until it meets with the first easterly Line of 20 of the said Mannor of Cortlandt, and from thence along the said line Westerly till it meets with the Patent granted to R. Walter & others, thence southerly along the said Patent untill it meets with the bounds of the Township of Bedford & thence round along said bounds untill it meets with the patent granted to Coll. Heathcote and others, and along the bounds of said Patent unto the Colony Line where it first began.—

Also a small Tract of Land beginning westerly at a great Rock on the Westmost side at the Southmost end of a Ridge Known by the Name of Richbell or Horse Ridge and from thence Northwest and by North to Brunk's River, Easterly beginning at a mark'd Tree at the Eastmost side on the Southmost end of the said Ridge and thence north to Brunk's River."

This West Patent by its bounds excluded Whiteplains, which Colonel Heathcote claimed under his Richbell deeds and Patents. This led to a controversy between him and some "Rye Men" who claimed Whiteplains as a part of their town. This claim however remained passive, and nothing but a claim during Colonel Heathcote's life as the result of the Richbell verdict against Rye in 1696 (set forth above in full) the year before Colonel Heathcote bought the Richbell estate of Ann Richbell. The land was then worth very little, and the Rye claimants were very few. Colonel Heathcote died February 28, 1720-21, and his entire estate passed under his will to his two daughters, Ann, the elder, subsequently the wife of James de Lancey chief justice of the Province of New York who died its Governor in 1760, and Martha, the younger, subsequently the wife of Lewis Johnston, M.D., of Perth Amboy, New Jersey, who died in 1774. His widow, Mrs. Martha Heathcote, was the sole executrix. By her and the two gentlemen just named, in the course of time, settlements were effected of Colonel Heathcote's interests in Whiteplains, the three patents above mentioned and in Harrison's purchase.



In relation to White plains it has been stated erroneously that Colonel Heathcote died, "about four years later" than 1702, in which year a committee of Rye people were appointed to agree with him on a line between his Patent and White plains, and that the question remained "still unsettled."<sup>1</sup> This is an entire mistake, Colonel Heathcote lived nearly twenty years instead of four, after 1702, and maintained his right to White plains, but was always ready to agree with the Rye people about the matter, but they, though occasionally talking about it, practically remained passive, in consequence of the Richbell verdict against them of December 3, 1696, above set forth. Not till after Colonel Heathcote's death, which occurred on February 28, 1720-21, was the matter closed, though negotiations were pending in his lifetime, and Governor Burnet's Patent for White plains was issued to Joseph Budd, Humphrey Underhill and others, bearing date the 13th of March 1721. The Patentees named therein, with four or five exceptions, were entirely different men from the "proprietors of the White plains purchase"<sup>2</sup> whose names appear in a list taken from the Rye Town Records under date of 1720, in Bolton's History, (1st ed. vol. ii. p. 341) and copied in Baird's Rye and Bolton's second edition. This list was probably one of the proprietors of some part of the grants embracing the present township of Rye.

The terms of the settlement with Rye of adjoining lands with Colonel Heathcote's representatives, about which there was dispute are thus set forth, in "Notes of agreement between Rye and Devises of Heathcote," in the writer's possession:—"Rye is to give us their title to all lands which we claim in Harrison's purchase, as also to all the lands lying between the old Collony Line and Mamaroneck River and the White plains. We are to give them the benefit of the covenants in Jamison's deed to Coll. Heathcote for the purchase lands." This was carried out by a deed from Robert Bloomer, John Budd, Samuel Purdy, John Horton, Nathan Kniffen, John Disbrow, Samuel Brown, Roger Park, Joseph Galpin, Abraham Brundige, and nineteen other inhabitants of Rye and White plains, to Mrs. Ann de Lancey and Mrs. Martha Johnston dated September 5th 1739 for all the lands referred to in the above agreement.<sup>3</sup> In connection with these matters it must be borne in mind that when the first claim of the Rye people was defeated by the verdict against them in favor of Mrs. Richbell of December 3, 1696, they were already greatly angered by the grant of the Patent to John Harrison and his associates for what has ever since been known as "Harrison's Purchase" by the Governor of New York, on the 25th of June 1696, about six months

before the verdict was rendered. They claimed that territory under an Indian deed to Peter Disbrow and three others of 2d June 1662, for "a certain tract of land above Westchester Path to the marked trees bounded with the above said Blind Brook," (this is the whole description) and as being in Connecticut of which they insisted Rye was a part, but they never would take out a patent for it. Hence when the Quaker Harrison, and his four or five associates, applied to the New York government for a grant of it as "unappropriated and vacant land" it was, after due deliberation, granted them by Patent. In order to quiet the border disputes of that day they had previously tried to get the people of Rye to take out a patent for this land, but they always refused to do so. This grant for Harrison's Purchase, and the Richbell verdict coming only about six months after it, was more than the Rye people thought they could bear, and therefore, early in 1697, they revolted, seceded from New York, and again set themselves up as a part of Connecticut. The New York government by peaceful means tried to bring them back, but in vain, and this secession continued for about three years, until King William by a sharp "Order in Council," made on the 28th of March, 1700, ordered them back to the old jurisdiction, in the words of the order "forever thereafter to remain under the Government of the Province of New York."<sup>4</sup> That government in the beginning had even tendered them a Patent, and Colonel Heathcote, who was one of the Governor's Council, at the request of the latter, in 1697 went to Rye, and personally endeavored to settle the controversy. His letter to the Governor and Council describing his visit and its failure, gives the facts of the case very clearly, and they prove that their own folly lost the Harrison lands to the people of Rye. "I asked them" he says, "why they did not take out a patent when it was tendered them. They said they never heard that they could have one. I told them that their argument might pass with such as knew nothing of the matter, but that I knew better; for that to my certain knowledge they might have had a patent had they not rejected it; and that it was so far from being done in haste or in the dark, that not a boy in the whole Town, nor almost in the County, but must have heard of it; and that I must always be a witness against them, not only of the many messages they have had from the Government about it, but likewise from myself." \* \* \* \*

"I told them as to the last purchase wherein I was concerned, if that gave them any dissatisfaction, that I would not only quit my claim, but use my interest in getting them any part of it they should desire. Their answer was, they valued not that; it was Harrison's Patent that was their ruin."<sup>5</sup>

<sup>1</sup> Baird's History of Rye, p. 156. The same erroneous statement was copied from Baird into the second edition of Bolton's Westchester, vol. ii. p. 658.

<sup>2</sup> So styled in Baird, Hist. Rye, p. 156.

<sup>3</sup> From an ancient copy of the deed in the writer's possession.

<sup>4</sup> iv. Col. Hist. 627.

<sup>5</sup> Vol. xii. p. 36 of the Col. Mss. in Sec. of State's office, Albany. It is printed in Baird's Hist. of Rye, p. 100.



Some five years after the granting of the West Patent to Robert Walter and his associates in 1701, the southern part of it on the Byram River was, in derogation of their rights, granted to Anne Bridges and four others of the town of Rye. The West Patentees remained quietly in possession however of all their territory. About twenty-three years after the issuing of the West Patent, and about two after Colonel Heathcote's death, a suit in ejectment was brought, by the persons named in the Bridges grant of 1705-6 against Robert Walter and other owners of the West Patent. The reasons for it are now unknown as the latter had never been disturbed in the possession of their lands by any-body. It was unsuccessful however. The following curious and interesting paper entitled "A true state of the case," gives all the facts, and also shows how thoroughly Colonel Heathcote was even then considered "authority" in Westchester County matters. Its author, evidently a lawyer, is unknown, but it is in the small, clear, beautiful, handwriting of Peter Fauconnier an owner, by trust or by purchase, in all three of the great Patents above mentioned, and one of the best surveyors of that day. It is printed from the original in the writer's possession.

"A true state of the case,  
Between the ejector John Horton &c., and Robert Walter &c., in behalf of the ejected, for lands in Westchester County.

"Coll. Caleb Heathcote well acquainted with the North bounds of the Tract of land called Well's and Cox's purchases, being the lands long before claimed by, and since patented to, the Town of Rye the 11th day of August 1720;

"With the East and North bounds of the lands granted the 25th day of June, 1696, to William Nicoll Esq., Ebenezer Willson, David Jamison, John Harrison, and Samuel Haight, called Harrison's purchase;

"With the North bounds of the lands claimed by the Inhabitants of White Plains;

"With the Eastmost bounds of the several contiguous tracts of land granted the 23rd day of December, 1684, to Frederick Phillipse, and the course of Brunks river;

"With the South bounds of those granted the 17th of June, 1697, to Coll. Stephen Cortlandt;

"With the North and West bounds of the lands belonging to the Town of Bedford;

"And well knowing how, and where, the three several lines which have to divide this Province from the Colony of Connecticut, are to fall and to run, and consequently the location, extent, and limits, of the then still vacant lands adjoining thereunto; he did acquaint there with the Persons hereinafter named jointly with, and for the use of, whom, with and by the assistance of Joseph Theale, John Horton, Joseph Purdy, Nathaniel Seleick, Richard Scofield, James Mott, and Henry Disbrow, he did wholly and lawfully purchase the same.

"Being all that certain tract of land in the County of Westchester, bounded Northerly by the Manor of Cortlandt, Easterly with Bedford line of three miles square, the Whitefields, and Byram River, Southerly by the Colony second line, Rye line stretching to Byram River, the land of John Harrison, and the White Plains, and Westerly by Brunk's river and the Mannor of Philipsburgh. On the return of which purchase the said Coll. Heathcote and his associates applied for, and on the 14th day of February 1701-2, obtained the Crown's Grant for the same, To Robert Walter, Leigh Atwood, Cornelius Depyster, Caleb Heathcote, Mathew Clarkson, John Cholwell, Richard Slater, Lancaster Symes, Robert Lutting [in Quest for the said Coll. Heathcote again] and Barné Cosens, under £6, 5.—Quitrent.

"Notwithstanding all w<sup>ch</sup> yet, and the said lands being vacant and unappropriated, the purchase thereof was so lawfully made, and the grant obtained: On the 12th day of January, 1706, being near five years after, Anne Bridges, John Clap, Augustin Graham, John Horton, and Thomas Height, on a wrong notion of an insufficiency of power and authority in the then Lieutenant-Governour to grant the above mentioned tract to the above named purchasers thereof, and on such other groundless surmises, did sue for and then obtained, an other posterior grant for the Southern part of the same individual tract of Land:

"It being for A certain tract of land in the county of Westchester within the Province of New York, beginning at a Beach tree standing by Byram river near a great rock, markt with the letters I. H. I. P. I. C., thence running up the said river North North West to a certain Ash Tree, on the upper end of a place commonly called Pondpound's Neck, marked with the letters aforesaid &c to the Colony line, Westerly to the eight miles stake standing between three white oak trees markt [viz.] one of the said trees is marked with the letters C C R on the north side and Y D on the south side, and from the said trees on a direct line, runs to the Northernmost corner of Rye pond, and thence south ten degrees Westerly to a white oak sapling marked by the Pond side with the letters T. I. P. thence by a range of marked trees south sixty four degrees East to an Ash Tree standing by Blind Brook on the East side thereof, and thence by another range of marked trees to a certain Chestnut tree markt with the letters J. P. on the North side, on the West side, with the letters I. P. on the south side with the letters I. H. and thence by a range of marked trees to the place where it begun.

"That this last-mentioned grant is all included in, and that the east, south, and most of the west bounds thereof are, the very same with the southmost ones specified in the aforementioned grant of the 14th February, 1701-2 to Robert Walter &c., will unquestionably appear by comparing the southern bounds of the one with those of the other, and both with the northern bounds of the Patent granted the 11th day

of August, 1720, to Samuel Purdy and others for the Township of Rye, and with the eastern and northern bounds of that granted to William Nicoll &c., the 25th day of June, 1696, called Harrison's Lands, or Harrison's Purchase.

"Matters relating to that affair being in reality as hath been related, the several questions which do naturally arise therefrom, are, first, what could induce these last Patentees to sue for a Grant of that land in 1705-6, which they well knew had been already patented in 1701-2. Secondly, Why, having been at the trouble and charges thereof, they not only left the said first Patentees so long quietly own, but also survey the same, and not only be present thereat without the least objection, but also shew them the East and North lines of Well's and Harrison's purchases; to let them dispose of several pieces part of it, and the buyers thereof without interruption enjoy the same about 23 years after that first grant was obtained; and lastly what could induce them, so late then to serve a Lease of Ejectment on it."

The answers to these questions we are left to conjecture, as except the boundaries of the patents it refers to, which accompany it. Nothing else appears on the paper. It is apparently part of a lawyer's statement of facts, upon which to base an opinion. It would seem from the statement itself that the Bridges Patent was granted on the idea that Lieutenant-Governor Nanfan for some reason not stated, had not the power to issue the West Patent when he did, and that it was therefore of no effect. An utterly false idea, for his power as Commander-in-chief was exactly that of all Governors-in-chief, as set forth in the royal "Instructions" to each of them. The West Patent remained, undisturbed, and is the foundation of the present title to the region covered by it (now New Castle and a large part of North Castle and a part of Bedford). The suit was probably a scheme of some lawyer, or some person, who was a personal or political opponent of some one or more of the proprietors of the West Patent, for the value of the land then was entirely too little to induce a speculative action. The following is the text of the West Patent from a certified copy of 1734, in the writer's possession.

#### THE WEST PATENT.

*Recorded at the request of Robt. Walters & others.*

William the third by the grace of God of England Scotland France & Ireland King Defender of the faith &c. To all to whom these presents shall come or may concern Greeting Whereas—our Loving Subjects Robert Walters Leigh Attwood Cornelius Depeyster Caleb Heathcote Matthew Clarkson John Chollwell Richard Slater Lancaster Symes Robert Lurting & Barne Copens have by their petitions presented unto our trusty & wellbeloved John Nanfan Esq', our Leuit', Gov', & Commander in Chief of our Province of New York and the territories depending thereon in America &c,

prayed our Grant & confirmation of a Certain tract of Land in our County of West Chester Bounded North-erly by the Mannor of Courtlandt Easterly with Bedford Line of three Miles Square the white fields & Byram River Southerly by the Land of John Harrison Rye line Stretching to Byram River afores', & the White plains & Westerly by Bronckx river & th' Mannor of phillipsburgh excepting out of the bounds aforesaid all the Land within Richbells patent now in the tenure & Occupation of Coll Caleb Heathcote which first above named tract of Land was purchased by Caleb Heathcote & others with whom he has agreed excepting James Mott & Henry Disbrow whom he hath undertaken to Satisfy within which bounds there are by Estimation about five thousand Acres of profitable Land besides Waste & Woodland which reasonable request we being willing to grant *Know Ye* that of our Special Grace certain knowledge & meer motion we have given granted ratified & confirmed and by these presents do for us our heirs & Successors give grant ratify & confirm unto our Said Loving Subjects Robert Walters Leigh Attwood Cornelius Depeyster Caleb Heathcote M. Clarkson Jn<sup>o</sup> Chollwell Rich<sup>d</sup> Slater Lancaster Symes Robert Lurting & Barne Cosens all the aforesaid tract of Land within our County of Westchester & within the limits & bounds afores' together with all and Singular the woods underwoods trees timber feedings pastures meadows marshes swamps ponds pooles waters water Courses rivers rivulets runs brooks Streams fishing fowling hunting & hawking mines Mineralis (silver and Gold mines Excepted) and all other profits benefitts priviledges Libertys advantages Hereditaments & Appurtenances whatsoever to the afores' tract of Land within the limits & bounds afores' belonging or in any way appertaining *To have and to hold* all the aforesaid tract of Land together with all & Singular the woods underwoods trees timbers feedings pastures Meadows Marshes Swamps ponds pools waters water Courses Rivers Rivuletts runs brooks Streams fishing fowling Hunting and Hawking Mines Mineralis Silver and Gold mines Excepted & all other profits benefitts priviledges Libertys Advantages Hereditaments & appurtenances whatsoever to the afores' tract of Land in this the Limits & bounds afores' belonging or in any way appertaining unto them the said Robert Walters Leigh Attwood Cornelius Depeyster Caleb Heathcote Matthew Clarkson John Chollwell Richard Slater Lancaster Symes Rob<sup>t</sup> Lurting and Barne Cosens their heirs and assigns to the only proper use benefit & behoof of them the S<sup>d</sup> Robert Leigh Attwood Cornelius Depeyster Caleb Heathcote M Clarkson, Jn<sup>o</sup>, Chollwell Lancaster Symes Richard Slater Robert Lurting & Barne Cosens their heirs & Assigns for ever *To be Holden* of us our heirs & Successors in free & Common Socage as of our Mannour of East Greenwich in our County of Kent within our Realm of England *Yeilding* rendering & paying there-fore Yearly & every Year for ever at our City of New

York unto us our heirs and Successors or to Such Officer Or Officers as shall from time to time be empowered to receive the same the Annual & Yearly rent of Six pounds five Shillings Current money of New York in Leiu & stead of all other rents dues duties Services demands whoever *In Testimony* whereof we have caused the great Seal of our said Province to be hereunto affixed *Witness* John Nanfan Esq<sup>r</sup> our Leiu: Governour and Commander in Chief of our province of New York & the territories depending thereon in America & Vice Admiral of the same &c at our flort in New York the fourteenth day of feb: A<sup>o</sup> 1701, & in the thirteenth Year of our Reign John Nanfan, By his Hon<sup>o</sup> Command M. Clarkson Secry.

Secry<sup>s</sup> Office N York Mar 22d 1783

A true Copy from the Record

FFRED<sup>s</sup> MORRIS, D Secry

Compared with the Record

A L D

It will be noticed how carefully this patent by express words excepted and preserved to Colonel Heathcote his lands under the Richbell Patent, which in part were covered by its boundaries. The portion of this Patent in Bedford under the deed from Katonah above given, became the subject of controversy—and remained unsettled till 1771, when the dispute was finally terminated by the following mutual Agreement, the original of which is in the writer's possession.

*Agreement between the Proprietors of the West Patent and Bedford.*

"It is this day agreed between the proprietors of that part of the West Patent in Westchester County which was released to the said proprietors by Caleb Fowler Benjamin Smith, & Joseph Sutton & the persons settled upon the same Lands and claiming a title thereto under the Township of Bedford, that the whole matters in Dispute between the said parties, shall be submitted to the arbitration of Richard Willis & William Seaman of Jerico, George Townsend of Norwich, Thomas Hicks, & Hendrick Onderdonk of the Township of Hempstead, & all of Queens County, Gent<sup>l</sup>. That the whole matters Differences in Dispute between the said parties shall be submitted to the determination of the said referees or any three or more of them without any Exception whatever. That Bonds shall be executed mutually each in the penall sum of £5000 New York Money<sup>1</sup> to stand to the award of the said Referees or any three or more of them. That the award shall be made and ready to be delivered to the parties or some of them on or before the first day of September next. That if the Arbitrators or any three or more of them shall award the Lands in Dispute to be the property of the proprietors claiming under the West Patent, then the

said Referees or any three or more of them are to award what sum the persons claiming under Bedford are to pay by the acre for the said Lands and the West Patent proprietors are, upon payment thereof, to release all their right in the Lands to the persons claiming under Bedford, & shall warrant & Defend them agt. all persons claiming under the West Patent. The Improvements are not to be valued, and if the Referees or any three or more of them award that the proprietors of the West Patent are not entitled to the Lands in Dispute but that the same are the property of the claimants under Bedford, then that the former shall release all their right to the latter of, in, and to, the Lands in Dispute. Dated this 27th day of March 1771,

John Bard	}	in Behalf of the West
David Clarkson		
Thoms Jones <sup>r</sup>	}	Patent Proprietors.
James Wright		
John Lawrence		
		ants under Bedford.

Under this agreement the settlement was made, the Bedford people paying about eight shillings per acre, it is believed, for the land to the proprietors of the West Patent.

A somewhat similar settlement had been made six years before, in 1765, by the Proprietors of the Middle Patent, or "the Whitefields Patent" as it was often called, which adjoined the West Patent on the East, by a like arbitration with Samuel Banks and some twenty four others, who having bought the rights of two or three of the Patentees entered upon, and took possession of the whole of that Patent, the grant for which is as follows:

THE MIDDLE PATENT.

(*The Whitefields*).

"William the Third, by the grace of God, of England, Scotland, France, and Ireland, King, Defender of the Faith, &c., to all to whom these presents shall come or may concern, sendeth greeting: Whereas our loving subjects Col. Caleb Heathcote, Joseph Theal, John Horton, Joseph Purdy, Robert Walters, Leigh Atwood, Matthew Clarkson, Lancaster Sims, Cornelius Depeyster, Richard Slater, John Chollwell, Robert Lurting, and Barne Cosens, have by their petition, presented unto our trusty and well beloved John Nanfan, Esq., our Lict. Governor and Commander-in-chief of our Province of New York and territories depending thereon in America, &c., and prayed our grant and confirmation of a certain tract of land in the county of Westchester, bounded southerly by the colony line of Connecticut, easterly by Mahanas river, northerly by Bedford line and marked trees to Mahanas river again, and southerly as the said river

<sup>1</sup> Then recorder of New York, and later Judge of the Supreme Court, the Author of the History of New York during the Revolutionary War. He represented the Heathcote estate, his wife, Anne De Laney, being a granddaughter of Colonel Heathcote.

goes against the stream to ye head of the said river, and so to the said colony line, which said tract of land on the 5th day of July last past, was by our said Caleb Heathcote, Joseph Theal, John Horton and Joseph Purdy, &c., purchased of the native proprietors, and containing within the limits aforesaid, by estimation, about 1500 acres of profitable land, besides wastes and wood lands, which reasonable request, we being willing to grant, *know ye*, that of our especial grace, certain knowledge and mere motion, we have given, granted, ratified and confirmed, and by these presents doe for us, our heirs and successors, give, grant, ratify and confirm unto our said loving subjects, Col. Caleb Heathcote, Joseph Theal, John Horton, Joseph Purdy, Robert Walters, Lsigh Atwood, Matthew Clarkson, Lancaster Sims, Cornelius Depeyster, Richard Slater, John Chollwell, Robert Lutting and Barne Cosens, all the afore recited tract of land within the county of Westchester, and within the limits and bounds aforesaid, together with all and singular the woods, underwoods, trees, timber, feedings, pastures, meadows, marshes, swamps, ponds, pools, waters, water-courses, rivers, rivulets, runs, brooks, streams, fishing, fowling, hunting, hawking, &c., mines, minerals, &c., (silver and gold mines excepted,) and all other profits, benefits, privileges, liberties, advantages, hereditaments and appurtenances whatsoever to the aforesaid tract of land, within the limits and bounds aforesaid, belonging or in any way or ways appertaining, unto them the said Colonel Caleb Heathcote, &c., &c., their heirs and assigns to the only proper use, benefit and behoof of him the said Colonel Caleb Heathcote, &c., &c., their heirs and assigns for ever, to be holden of us, our heirs and successors, in free and common socage as of our manor of East Greenwich in our county of Kent, within our realm of England, yielding, rendering, and paying therefor yearly and every year, on the first day of the Nativity of our Blessed Saviour, the annual yearly rent of one pound, seven shillings and sixpence, current money of New York, in lieu and stead of all other rents, dues, duties, services and demands whatsoever. In testimony whereof, we have caused the great seal of our said Province to be hereunto affixed. Witness John Nanfan, Esq., our Lieutenant Governor and Commander-in-chief of our Province of New York and territories depending thereon in America, and Vice-Admiral of the same, at our Fort in New York, this 17th day of February, 1701-2, and in the fourteenth year of our reign.<sup>1</sup>

"JOHN NANFAN."

This, the smallest of the three Great Patents, was held by its Patentees without a division of their interests till 1733, when the following appointment of Samuel Purdy to lay it out was made:

"New York Aug. y<sup>e</sup> 20<sup>th</sup>: 1733.

"We the Undersigned owners and Proprietors of a

certain Tract of Land, Called Whitefield<sup>3</sup> in the County of Westchester, Do authorize and appoint Samuel Purdy, Esq<sup>r</sup>. to Lay out and Divide the said Lands in Order To our coming to an Entire Division of the Same, to Each Respective Patentee or his assigns.

Witness our Hands

James De Lancey  
D. Clarkson  
C. D'Peyster  
P. Fauconnier  
John Symes  
Josiah Quimby.

Memorand<sup>m</sup>. for Justice Purdy to take Notice where the Division Line between Greenwich and Stamford falls upon the Colony Line.

A true copy From y<sup>e</sup> Original by

Sam<sup>l</sup>. Purdy."<sup>3</sup>

Mr. Purdy accepted the appointment and acted. He divided the Patent into two parts which he called the "East" and "West" Ranges, containing thirteen "Lotts" each. The number of acres in each is not now known, but the value of each lot is shown by the original list and valuation by Purdy, in the writer's possession, which is as follows:—

*An Estimate of the Lotts in Whitefield Patent.*

East Range.			West Range.		
No.	£		No.	£	
1. ....	93 00		1. ....	73 00	
2. ....	93 00		2. ....	78 00	
3. ....	85 00		3. ....	85 00	
4. ....	85 00		4. ....	95 00	
5. ....	80 00		5. ....	95 00	
6. ....	64 00		6. ....	92 00	
7. ....	44 00		7. ....	77 00	
8. ....	44 00		8. ....	77 00	
9. ....	44 00		9. ....	84 00	
10. ....	44 00		10. ....	88 00	
11. ....	50 00		11. ....	96 00	
12. ....	62 00		12. ....	100 00	
13. ....	72 00		13. ....	100 00	
£850 00			£1189 00		
			850 00		
Total.....			£1989 00		

Pr me

Sam<sup>l</sup> Purdy.

The names of the persons living on this Patent six years after Purdy's appointment above given were collected by Benjamin Fox of King Street and sent to Mr. Murray of New York, who was the lawyer and agent of some of the patentees. Under date of "King St. 8<sup>th</sup> y<sup>e</sup> 7<sup>th</sup>, 1739," Fox writes Murray, "Inclosed have sent you the names of the People Possessed on the Whitefield, or Middle Patent which have Indevou<sup>d</sup> to colect as well as I could." The list which is on a separate paper, is as follows:

<sup>1</sup> This name, singularly enough is so spelled in all the old deeds and documents. It should, of course, have been "Whitefields."

<sup>2</sup> From an ancient copy in the writer's possession, in Samuel Purdy's handwriting.

<sup>3</sup> Book of Patents, No. vii. 224, Sec. of State's Office, Albany.

Thos. Hutchins	— Owens
Thos. Meritt	John Finch
John Runells, Sen'	John Brush
John Runells Jun'	Benj Brush
Benj. Platt	Sam <sup>1</sup> Peters
Jacob Finch	Ebius Brock
Sam <sup>1</sup> Banks	Francis Purdy
	John Purdy <sup>1</sup>

When, twenty-five years later, the final settlement of 1765, between the patentees and the settlers above referred to, was made, the parties then in possession, whose names are recited in the award, were:—Sam<sup>1</sup> Banks, John Banks, Benoy Platt, Jonathan Platt, John Runnels, Jonathan Owens, John Rundle, John Armstrong, Roger Sutherland, Smith Sutherland, Charles Green, Charles Green, Jun', David Brundige, Walter Morris, Aaron Furman, Jun', Shubel Brush, James Brundige, Stephen Edgegett, Nehemiah Brundige, Abraham Knapp, Joshua Lounsbury, Daniel Brown, Jun', Phinehas Knapp, Jeremiah Numan, Robert Murfee, Jeremiah Green.

Some of these names appear in Fox's list of 1739, but only a few.

The arbitrators in 1765 were: "Daniel Kissam, Samuel Townsend, George Weekes, Benjamin Treadwell and David Batty, all of Queens County" and their award dated October 6, 1765, recites that they, "having sat as arbitrators and heard the said disputes, and having deliberately heard, examined, and considered all the proofs and allegations of the said Parties in Controversy, do for the settling peace and amity between them make this our award, order, arbitration, determination, and judgment of and upon the Premises as Follows—First, We do award and order, that the said Anne De Lancey, John Bard, Pierre Deppeyster, David Clarkson, Peter Remsen, and John Ogelbie, and all others who claim lands under the said Patent which are not already sold or conveyed to the persons now in possession of the said lands, or to those under whom they claim, or to some or one of them, shall and do upon demand execute and deliver in due form of law a release of all their rights and Titles of, in, and to, the lands specified in the said Letters Patent, to said Samuel Banks and the other persons above named who are now in possession of the said Lands, and to their heirs and assigns forever; and that the said Samuel Banks and the other persons above named, who are now in possession of the said Lands, shall and do upon the delivery of such Release pay unto the said Anne De Lancey and such other persons as are hereby ordered to Execute the said Release, the sum of nine Shillings New York money<sup>1</sup> for every acre of said lands, which the said Samuel Banks and the other persons above named or those under whom they claim, or some or one of them, have not already purchased of some, or one, of the

patentees in the said Letters Patent Named, or of those claiming under the said patentees, or some or one of them."<sup>2</sup>

The East Patent was granted March 2<sup>d</sup> 1701 to the same Patentees as the West Patent with the addition to their number of Peter Matthews of Bedford. Five days before, on the 25th of February in the same year, Katonah, Wakemane, and another Indian executed a deed of confirmation to the Patentees of their right and estate in the tract<sup>4</sup> in which they thus describe, "bounded as followeth viz. Westward by Bedford, and by the patent granted to Caleb Heathcote and others,<sup>5</sup> northerly by Coll. Cortlandt's purchase and Croton's river, southerly and easterly by the Colony lines."

The patent itself in its general language is similar to those of the West and Middle Patents above set forth. It bounds the Tract granted in these words;—

#### *The East Patent Bounds*

"Bounded South, by the division Line between New York and Connecticut, East, by the other division Line between New York and Connecticut, and so along said Line untill it meets with the Patent of Adolf Philipse,<sup>6</sup> and so along his southern bounds till it meets with the Manor of Cortlandt, and from thence by a Line that shall run upon a direct course untill it meets with the first easterly Line of twenty miles of the said Manor of Cortlandt, and from thence along the said Line Westerly till it meets with the Patent granted to R. Walter and others,<sup>7</sup> thence southerly along the said Patent, untill it meets with the bounds of the Township of Bedford, and thence round along said bounds untill it meets with the Patent granted to Coll. Heathcote and others,<sup>8</sup> thence along the bounds of said Patent unto the Colony Line where it began."

No attempt was made to settle this tract till about the year 1744, when parties from Stamford and its neighborhood acquired portions of land with in its limits.

The area of these three great Patents, the "West," the "Middle," and the "East," was very much greater than is commonly supposed. The Patents themselves only give their respective areas in what those instruments term "profitable land," that is, land that could be easily cultivated. But as the greater part of northern and central Westchester abounded in high semi-mountainous ridges, rocky heights, and great forests, characteristics which to a large extent it still retains, the "profitable land" really bore but a small proportion to what was then deemed the unprofitable land. How very extensive these great patents really

<sup>1</sup> From the original award signed by all the arbitrators, in the writer's possession.

<sup>2</sup> Book I. p. 100, Sec. of State's Offs. Albany.

<sup>3</sup> The "Middle Patent."

<sup>4</sup> Philipse's Upper Patent, now Putnam County.

<sup>5</sup> The West Patent.

<sup>6</sup> The Middle Patent.

<sup>1</sup> Original letter and list in the writer's possession.

<sup>2</sup> One dollar and twelve cents.

were, will be seen from the following authentic statement :

Peter Fauconnier, who was a surveyor, and as has been stated, an owner in all three patents, was, with Lancaster Symes, the active managers for the owners of all three patents. An account showing the amounts due from each owner, arranged under, the head of each Patent separately, dated in 1716, in the handwriting of Fauconnier is in the writer's possession, and it shows that the three Patents together contained seventy thousand, 70,000, Acres of Land. The headings of the accounts of the three patents are these;—

"The first of the 3 Patents above mentioned containing about 30,000 acres of rough Land, between 10 Patentees." <sup>1</sup>

"The Second of the 3 Patents here-above mentioned containing about 5000 acres of rough Land, between 13 Patentees." <sup>2</sup>

"The Third of the 3 Patents here-above mentioned containing about 35,000 acres of rough Land, between 11 Patentees." <sup>3</sup>

In a "statement of the three Patents" which has already been given, showing the dates of the Patents, the Patentees' names, and the boundaries granted by each, the areas of each are set down in what that document calls "Improvable Land," corresponding to

the "Profitable Land" of the Patents themselves. As will be seen, by referring to it, that document gives for the different Patents these areas;—

In the West Patent, 5,000 Acres Improvable Land, In the Middle Patent, 1,500 Acres Improvable Land, In the East Patent, 6,200 Acres Improvable Land, In all together, 12,700 Acres Improvable Land, which is not quite one sixth of the actual area of the territory of the three Patents by Fauconnier's account.

As the whole Manor of Cortlandt north of the Croton River and east of the Hudson containing 5000 acres was only valued in 1732 at £9625 or \$25,062,<sup>4</sup> and as the twenty six lots of the "Middle Patent" were only valued in 1733, at £1989,<sup>5</sup> or about \$5,000, both valuations being made for the respective proprietors by the same man, Justice Samuel Purdy, and as the Patentees of the latter were only awarded nine shillings, one dollar and twelve cents, an acre, for their unsold lands in the same patent in 1765, a generation later, it is easily seen how very little, was the actual value of the 70,000 acres of the three great patents when they were granted, and during the lifetime of their original Patentees. These facts also show how careful we should always be in considering these matters not to judge of estates in the 17th, and 18th, centuries in Westchester County, large or small, by the values of, either the early, or the latter part of the 19th century.

<sup>1</sup> The "West Patent."

<sup>2</sup> The Middle Patent.

<sup>3</sup> The "East Patent."

<sup>4</sup> See in Part 13, ante, p. 135.

<sup>5</sup> See ante, p. 886.

*E. V. DeGaney*

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